ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

MEMORANDUM

TO: CSPEC, Competitive Sealed Proposal Evaluation Committee

FROM: Gregory Pease, Chief, Procurement Division

DATE: July 31, 2018

SUBJECT: Protest, Landscape Maintenance Service for City Road ROW, North Service Area

Bid No.: ECS-0141-18

The attached bid protest filed by Duval Landscape Maintenance is presented for action by the Competitive Sealed Proposal Evaluation Committee, Thursday, August 2, 2018 at 1:00 p.m.

The Competitive Sealed Proposal Evaluation Committee action is as follows:

UPHELD:	**DENIED:**
Dir. Adm. & Finance or Designee	Dir. Adm. & Finance or Designee
General Counsel or Designee	General Counsel or Designee
Director of Public Works or Designee	Director of Public Works or Designee
Chief of Procurement or Designee	Chief of Procurement or Designee
Representative Agency/Department	Representative Agency/Department

ACTION OF AWARDING AUTHORITY **DATE:** _____

APPROVED: _____ **DISAPPROVED:** _____

SIGNATURE OF AUTHENTICATION: _____

July 26, 2018

Gregory W. Pease
Chief of Procurement
Finance and Administration Department
Procurement Division
City of Jacksonville
214 N. Hogan St
Jacksonville, FL 32202
Ph. 904.255.8801
Fax 904.255.8838

Copy faxed to 904-255-8837

RE: Duval Landscape Maintenance LLC's Notice of Protest of July 24, 2018 Notification of Formal Bid Rejection

Bid Number:	ECS-0141-18
Project Name:	Landscape Maintenance Services for City Road Rights-of-Way North Service Area
Bid Opening Date:	June 6, 2018

Dear Mr. Pease,

This law firm is Duval Landscape Maintenance LLC's ("Duval Landscape") Outside Litigation Counsel. Pursuant to § 126.106(e) of the Jacksonville Ordinance Code and the Procurement Protest Procedures, please accept this as Duval Landscape's written Notice of Protest of your Department's July 24, 2018 Notification of Formal Bid Rejection regarding the above-referenced project. Please also accept this as Duval Landscape's request for an extension to file supplemental protest documentation three (3) business days after the date this Notice of Protest is received by your Department, in accordance with § 126.106(e)(4) of the Procurement Protest Procedures.

This Notice of Protest is timely because it was submitted less than 48 hours from the July 24, 2018 Notification of Formal Bid Rejection that is the subject of this Notice of Protest.

Duval Landscape Maintenance LLC was the lowest responsible and responsive bidder for the above-referenced bid. In fact, Duval Landscape's bid was $920,683 less than the only other bidder, J&D Maintenance and Services of North Florida, LLC ("J&D Maintenance"). Therefore,

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Duval Landscape has standing to protest the July 24, 2018 Notification of Formal Bid Rejection.

The July 24, 2018 Notification of Formal Bid Rejection provides the following reasons for rejecting Duval Landscape's bid:

> Agency recommends rejecting vendor due to the submission of imbalanced pricing for curb and sidewalk edging at a unit cost of $.0098/LF. The unit price is significantly below the City's estimated cost. While the vendor did confirm its pricing for edging, the City feels it would cause an economic disadvantage and ultimately have a negative impact on the performance of the contract.

Before the Notification of Formal Bid Rejection was issued, Duval Landscape addressed your Department's inquiries regarding the edging unit price with specific calculations and concrete figures. More specifically, Duval Landscape detailed how it calculated its edging production rate based upon its prior substantial experience on large commercial projects. Even further, Duval Landscape even detailed how it used a slower edging production rate to account for high grasses and growth in light of the infrequent edging specified in the proposal. If that is not enough, Duval Landscape also provided detailed descriptions of the equipment utilized for this particular price unit, including the model names and engine types, to account for its increased production rate. Upon reviewing Duval Landscape's detailed explanation and calculations, along with its credentials and past experiences on large-scale commercial and roadway projects, any reasonable person would conclude that this was not a speculative number, a mistake/clerical error, or my client's attempt to submit "imbalanced pricing," as your Department alleges. Even further, the performance bond obtained by Duval Landscape, as well as the contract documents, provide the City with more than enough sufficient remedies in the event Duval Landscape is unable to fulfill this specification. Despite Duval Landscape's reassurances and detailed explanations regarding this particular unit price, your Department has for some unknown reason decided that this is just too important of an item to forego saving Jacksonville's taxpayers more than $900,000 **per year** on this contract.

In addition, the reasons supporting the Notification of Formal Bid Rejection contain no relation whatsoever to the evaluation criteria and scoring system provided by the Procurement Manual and the Procurement Code.

As such, Duval Landscape protests the July 24, 2018 Notification of Formal Bid Rejection on the following grounds: (1) it deprives Duval Landscape of its constitutionally protected liberty and property interest without due process in violation of 42 U.S.C. § 1983; (2) the Department abused its discretion under § 255.20 of the Florida Statutes by failing to follow its own policies, procedures, and evaluation criteria, and by awarding the contract on the basis of favoritism towards J&D Maintenance, and not in accordance with the applicable ordinances, RFP, and other applicable criteria; (3) the Department abused its discretion by capriciously and arbitrarily awarding contracts without following established criteria; (4) the Department violated Florida's common-law requirement to engage in an honest exercise of discretion afforded under the

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competitive bidding statutes; and (5) the Department's Notification of Formal Bid Rejection does not mention or otherwise appear to be based upon any criteria provided by the RFP, the Procurement Manual, nor Jacksonville's Procurement Code under Chapter 126 of the Jacksonville Ordinance Code. As previously requested and noted herein, we intend on providing a supplemental response with supporting documents and/or additional grounds for the protest pursuant to the requested extension.

In addition, we request that contract award process applicable to this bid be suspended pending the resolution of this protest.

Sincerely,

Matthew T. Collett

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July 30, 2018

Gregory W. Pease
Chief of Procurement
Finance and Administration Department
Procurement Division
City of Jacksonville
214 N. Hogan St
Jacksonville, FL 32202
Ph. 904.255.8801
Fax 904.255.8838

Copy faxed to 904-255-8837

RE: Duval Landscape Maintenance LLC's Supplement to its Notice of Protest of July 24, 2018 Notification of Formal Bid Rejection

Bid Number:	ECS-0141-18
Project Name:	Landscape Maintenance Services for City Road Rights-of-Way North Service Area
Bid Opening Date:	June 6, 2018

Dear Mr. Pease,

Pursuant to § 126.106(e)(4) of the Procurement Protest Procedures, please accept this as Duval Landscape Maintenance LLC's ("Duval Landscape") Supplement to its July 26, 2018 Notice of Protest of the Department's July 24, 2018 Notification of Formal Bid Rejection proposing to reject Duval Landscape's bid despite it being the lowest bid by more than $900,000.

Please find enclosed the following exhibits and documents in support of this protest:

Exhibit 1: Copy of Duval Landscape's Response to RFP, including a copy of the RFP itself, all addendums thereto, Duval Landscape's acknowledgments of receipts of addendums, pricing materials, and other various documents submitted.

Exhibit 2: Email exchange between Gregory Pease, Chief of Procurement, and Daniel Ware of Duval Landscape.

Exhibit 3: July 24, 2018 Notification of Formal Bid Rejection.

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Exhibit 4: Sunbiz.org printouts showing corporate officers of J&D Maintenance and K&J Lawn Care.
Exhibit 5: Excerpts from Department's Procurement Manual, p. 15-16.
Exhibit 6: Attachment B to the RFP, "Evaluation Matrix."

I. FACTUAL BACKGROUND

The Department issued a "Request for Proposal for Landscape Maintenance Services for City Road Rights-of-Way North Service Area" ("RFP"), Bid No. ECS-0141-18, with the bid opening date originally scheduled on May 23, 2018. This RFP was administered as a "Competitive Sealed Proposal." See section 1.2, "Scope of Services," of the RFP included within Exhibit 1.

On May 8, 2018, Duval Landscape's representatives attended the Mandatory Pre-Bid Conference.

On May 15, 2018, Department Analyst Annette Burney issued Addendum No. One amending a portion of the mowing specifications prohibiting the use of herbicides to accomplish the mowing operations.

On May 21, 2018, Ms. Burney issued Addendum No. Two for the purpose of extending the response due date for the bid opening by one week to Wednesday, May 30, 2018.

On May 24, 2018, Ms. Burney issued Addendum No. Three further extending the response due date for the bid opening by another week to Wednesday, June 6, 2018. This Addendum also included substantial revisions to the job specifications.

On May 25, 2018, Ms. Burney issued Addendum No. Four clarifying Addendum Three and providing that Non-JSEB subcontractors do not need to be certified in Grounds Maintenance by the City of Jacksonville, only the Bidder.

On June 4, 2018, Duval Landscape submitted its bid and Response to the RFP. See Exhibit 1.

On June 6, 2018, the bids were opened with Duval Landscape being the lowest bidder at $2,359,400.72, and J&D Maintenance being the only other bidder at $3,280,083. Notably, Duval Landscape's bid was $920,683 less than J&D Maintenance's bid.

On July 16, 2018, Mr. Pease sent an email to Daniel Ware of Duval Landscape regarding concerns as to the "extraordinarily low unit prices for several items." Mr. Pease's email provided:

> In reviewing your unit pricing for the subject RFP, we have concerns regarding some of the extraordinarily low unit prices for several items, particularly, your edging price at .0098 per LF. There are over 4.8 million linear feet of edging for

the scope of this solicitation. Can you confirm this pricing is correct and if so, how will you plan to complete the work for such a low price?

Please also address the excessively low unit price for litter/debris removal and blowing.

On July 17, 2018, Daniel Ware of Duval Landscape responded to Mr. Pease's concerns and provided a detailed analysis of Duval Landscape's calculations and factors used in forming its price estimates:

Regarding your question about the pricing for the Edging/Litter & Debris/Blowing pricing.

Duval Landscape Maintenance took into consideration that the RFP for Bid # ECS-0141-18 Landscape Maintenance Services for City Road Rights-of-Way North Service Area asks for 1 frequency of edging on 4,429,289 LF and 2 frequencies on 459,676 LF. With the possibility these areas would be rather high/over grown we had to factor in a lower production rate per hour than what we normally use for edging. Due to our professional experience with road way service contracts in excess of 1.5MM. We know that we can edge 5,000 LF / per hours. For our proposal we used a lower production rate of 3000 LF / per hour to consider the slower pace due to high grasses. We are using professional grade STIHL FS-91 weed eaters that have low emissions engines which provide a 30% longer run time.

Litter/Debris removal is conducted by a road service cleaning crew using John Deere (Gators) before every area is to be cut. Through experience this is a highly efficient method for covering large acreage as provided in the scope of work. As previously mentioned our production rates are industry based and most importantly based on fact through our tracked production rate performance with services of comparable size and scope. Over the past three years we have had experience with DBI Road-Way services and Broadspectrum Services conducting large road way maintenance. Duval Landscape Maintenance pricing is comparable and accurate based on personal experience and quantities provided in the scope of service.

With our experience in road way service we have established professional production rates for every aspect. Blowing of each area is conducted at a production rate of 5,000 SqFt / Hr. Our crews use STIHL professional grade BR600 Blowers. These are very powerful, fuel-efficient engines and are regarded as the standard for professional-grade blowers. They are suited for both Urban and Rural areas as described in the scope of service while also providing low-emissions and longer run times.

Thank you for your questions and we look forward to hearing from you soon.

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A copy of this email exchange is included herein as Exhibit 2.

Despite Duval Landscape's response providing its detailed calculations and specific considerations and data points supporting its unit prices for the edging, the Department nonetheless issued its Notification of Formal Bid Rejection to Duval Landscape on July 24, 2018 due to the "imbalanced pricing for curb and sidewalk edging at a unit cost of $.0098LF." A copy of this notification is enclosed herein as Exhibit 3. The Department's reasons for rejecting Duval Landscape's bid is stated in full in the Notification of Formal Bid Rejection as follows:

> Agency recommends rejecting vendor due to the submission of imbalanced pricing for curb and sidewalk edging at a unit cost of $.0098/LF. The unit price is significantly below the City's estimated cost. While the vendor did confirm its pricing for edging, the City feels it would cause an economic disadvantage and ultimately have a negative impact on the performance of the contract.

Notably absent from the Department's reasoning for its rejection of Duval Landscape's bid is any mention whatsoever of the scoring system or any of the seven factors provided in the "Evaluation Matrix" detailed in Attachment B of the RFP and mandated as the "sole" criteria for deciding the award of the contract.

On July 26, 2018, the Competitive Sealed Proposal Evaluation Committee's ("CSPEC") First and Second Revised Agenda noted the Committee's proposed action to reject Duval Landscape's bid and to award the contract to J&D Maintenance and Services of North Florida, LLC, despite the fact that J&D Maintenance's bid was $900,000 more per year than Duval Landscape's bid. The Agenda and minutes for this meeting also indicate that J&D Maintenance was awarded the contract for the "Citywide Mowing of City Buildings and Parcels-JSEB Participation," bid number SC-0454-18, and that it approved the rejection of Duval Landscape's bid for this project.

A further review of the Committees' Meeting Minutes and the Procurement Division's contract documents appear to show a pattern of awarding most, if not all, of the city mowing and landscape maintenance contracts to two favored contractors, J&D Maintenance Services of North Florida LLC, and K&J Lawn Care LLC, and to the exclusion of other lower, responsible, and responsive bidders including Duval Landscape and A Sanctuary House of N. FL, Inc. Notably, it has recently come to Duval Landscape's attention that the owner of J&D Maintenance, Rodney "Darnell" Evans, is the father of the owner of K&J Lawn Care LLC, James Evans. Attached hereto as Exhibit 4 are printouts of each entity's corporate filings from Sunbiz.org.

This apparent pattern is further corroborated by the fact that J&D Maintenance has dominated and maintained a monopoly of most, if not all, of the City of Jacksonville's mowing and landscape maintenance contracts for almost the past decade. For example, J&D Maintenance has had the contract for "City-Wide Park Mowing & Landscaping Services in the South Area,"

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contract no. 7994-03, since as early as May 12, 2009, and it was just recently renewed after the Department conveniently disqualified Duval Landscape as a bidder for this project.

J&D Maintenance has had the contract for "Citywide Mowing and Landscape Services, North Area (Parts 1-5) and South Area (Parts 1-4)," contract no. 7994-04, since as early as March 1, 2013. J&D Maintenance was also awarded the contract for "Citywide Landscape Maintenance for City Parks, Preservation Parks, and Cemeteries (South Area)," contract number 7994-05, since as early as March 23, 2015, and until the present.

If the contract was not awarded to J&D Maintenance during the recent bids for these contracts during the past few months, then it was inevitably awarded to J&D Maintenance's owner's son's company, K&J Lawn Care, despite the existence of other lower and qualified bidders. It goes without saying, that a father and son submitting bids on the same contract invites improprieties in the competitive bidding process and it certainly provides, at the very least, the appearance of a conflict of interest, among other improprieties. According to the June 28, 2018, GGAC Meeting Minutes, K&J Lawn Care LLC was awarded the contract for "Landscape Maintenance Services for City Rights-of-Way South Service Area 1-JSEB Set-Aside," bid number JSC-0452-18, in excess of $1,000,000. K&J was awarded this contract only after the Committee rejected another lower bidder, A Sanctuary House of N. FL, Inc. On this very same date, K&J Law Care LLC was also awarded the contract for "Landscape Maintenance Services for City Rights-of-Way South Area 2-JSEB Set-Aside," bid number JSC-0453-18. GGAC also awarded the "Citywide Mowing of Storm Water Ponds-JSEB Participation," bid number SC-0455-18, to K&J Lawn Care LLC.

The recent expiration of these mowing and landscape maintenance contracts finally provided other businesses a chance to bid on these projects. Before Duval Landscape submitted its bid for this project, and other similar projects around this time, Duval Landscape encountered resistance from the Department at every turn. The Department disqualified Duval Landscape for other projects on the grounds that it did not qualify as JSEB contractor based upon its status as large commercial landscape company. Meanwhile, the Department took no issue with J&D Maintenance's qualifications as JSEB contractor or its qualifications to bid on the very same projects, despite the fact that on all accounts J&D Maintenance is also a large scale commercial landscape company with multiple $1,000,000+ large scale projects throughout the City, and receiving over $11,000,000 in prior City contracts over the last several years. **Despite opening up these contracts to the competitive bidding process with multiple businesses submitting bids or attempting to submit bids on these projects, only two contractors ultimately prevailed in obtaining most, if not all, of the mowing and landscape maintenance bids within the past several months: J&D Maintenance and J&D Maintenance's owner's son's company, K&J Lawn Care.** Clearly, the competitive bidding process promulgated by the Florida Statutes and Jacksonville's Municipal Code does not contemplate a father-son monopoly for all city mowing and landscape maintenance contracts for the largest city per land mass in the United States.

II. LEGAL ANALYSIS

The U.S. Constitution prohibits the deprivation of property without due process. Within the context of competitive bids for state or city contracts such as this, a bidder may state a claim for a deprivation of its property without due process pursuant to 42 U.S.C. § 1983, where the state or city acts arbitrarily, capriciously, or contrary to the requirements of the competitive bidding requirements of § 255.20, Florida Statutes, or its own competitive bidding requirements and guidelines, in awarding the contract. *See Grace & Naeem Uddin, Inc. v. North Broward Hospital District*, 2013 WL 331443 (S.D. Fla. 2013), and citations therein. Notably, a bidder may state such a claim even where the competitive bidding requirements contained within the competitive bidding statute or local ordinance provides the state or city with broad discretion in rejecting or applying its bidding guidelines. *Id.*

Section 2.6, "Award of Contract," of the RFP provides that Jacksonville Ordinance Code Sections 126.204 governs the process for this contract award. Specifically, it states that "Buyer will award the Contract to the responsible and responsive proposer whose Response is determined in writing to be the most advantageous to the City of Jacksonville, **based *solely* on the relative importance assigned to price and of the criteria set forth in Attachment B.**" (emphasis added). This provision mirrors § 126.204's of the Jacksonville Ordinance Code competitive bidding requirements. In other words, the Department cannot consider any criteria or factors in awarding the Contract, other than the "relative importance assigned to price and of the criteria set forth in Attachment B."

In addition, the Department's Procurement Manual, Section VII, C., at page 15, (Exhibit 5) provides the following guidelines regarding the Evaluation Criteria applicable to this RFP:

> **Evaluation Criteria.** At a minimum, the RFP evaluation criteria must include: (i) price; and (ii) other criteria proposed by the requesting agency and approved by CSPEC prior to solicitation. The relative importance, weight or maximum number of points available for each evaluation criteria and the application and/or method for evaluating the same must be expressly stated in the RFP, **because the proposals received shall be evaluated and tabulated by the CSPEC solely in accordance with the same.**

Even further, the Procurement Manual outlines a mandated "Preliminary Evaluation" procedure for proposals received in response to RFP's that the using agency must utilize in evaluating responses to RFP's. This requires the using agency's designated CSPEC representative to either complete the evaluation solely on his/her own and to tabulate his/her score onto the final matrix for full CSPEC consideration, or the designated CSPEC representative may enlist the assistance of any subject matter experts to evaluate and score the proposal. The results of the preliminary evaluation are then forwarded to CSPEC, and a second CSPEC Memorandum is issued that lists and ranks the top-three respondents, and either (i) requests interviews be conducted in an effort to select the best value and most qualified respondent amongst closely-scored respondents "if so stated in the RFP;" or (ii) requests that the list be forwarded to the Mayor for both approval of the list and approval to negotiate, if necessary, or to finalize the contract with the top-ranked

firm.

Attachment B to the RFP, "Evaluation Matrix," (Exhibit 6) outlines the guidelines for scoring and evaluating Contractors bids/responses to RFP's based upon seven criteria, with a maximum number of points that may be awarded for each of the seven categories as follows:

CATEGORY	MAXIMUM POINTS
Project Management Team/Plan	20
Equipment List	20
Financial Responsibility	10
Proximity to the City of Jacksonville	10
Past and Present Demonstrated Commitment to Small and Emerging Businesses and Contributions Toward a Diverse Market Place	30
Past Performance/References/Awards/Safety	10
Unit Prices for Landscape Maintenance Services	40
TOTAL POSSIBLE POINTS:	140

Duval Landscape submitted detailed documentation, responses, and forms in support of each category contained within the above scoring matrix. See Exhibit 1. This documentation included a detailed Project Management Plan and resumes and biographies of each of its team members, including their licenses and qualifications; a detailed list and inventory of its professional-grade equipment that it owns; balance sheets supporting its financial responsibility and longevity as a large commercial landscape company; a printout of a map confirming the location of its office and headquarters in Jacksonville (the company's name, "Duval Landscape," should give credence to its local roots in Jacksonville); a detailed outline of Duval Landscape's ethnically diverse workforce including providing specific percentages of ethnicities within its workforce and its continued commitment to diversity, small emerging businesses; a detailed description of its numerous awards, safety programs, and past performances on other large scale landscape maintenance projects, including roadway projects similar to this project; and, finally and most importantly, providing a detailed estimate of its proposed unit prices and cost estimate for the project, including additional explanations and data points supporting its edging price estimate. Based upon these submissions, Duval Landscape should have scored close to or at the maximum allowable points for each category. As the lowest bidder, the Department or its scoring agency, was **required** to award Duval Landscape the most number of points for this category. As stated in the Evaluation Matrix contained within Attachment B of the RFP: "The bidder with the lowest responsive, responsible bid total for the North Service Area will be awarded the most points in this category." Instead, the Department appears to have directly contravened this specific directive and effectively penalized Duval Landscape for its low bid and low price estimate.

These various controlling documents make clear that the Department and/or its using agency must strictly follow the Evaluation Criteria/Evaluation Matrix and scoring system through a deliberative process, and that other criteria and factors outside of the Evaluation Criteria/Evaluation Matrix may not be considered. Notably absent from the Department's proposed rejection of Duval Landscape's lowest bid is any mention whatsoever of any of the Evaluation Criteria, Evaluation Matrix, or scoring of Duval Landscape's bid based upon any of the criteria or categories outlined in the Evaluation Matrix. Instead, the only reason cited for the Department's proposed rejection is that Duval Landscape's estimated price for a single unit price, out of numerous items, for edging was **too low**. The Evaluation Criteria and Evaluation Matrix that the Department is mandated to follow does not identify a Contractor's estimated unit price for a single item being too low as one of the factors or criteria to be considered in evaluating and scoring Duval Landscape's bid. In fact, the Evaluation Criteria/Evaluation Matrix, namely the category applicable to "Unit Prices for Landscape Maintenance Services," requires the Department to award up to the maximum number of points (40) to Duval Landscape for its low price estimate. It certainly does not allow the Department to deduct such points or otherwise penalize Duval Landscape for its low price estimate, as it has done. To do so, as the Department did here, thwarts the entire purpose and meaning behind the "Unit Prices for Landscape Maintenance Services" scoring category, which is the most important category to consider and which provides the most available points under this scoring system.

The Department's complete lack of any use of the Evaluation Criteria/Evaluation Matrix in issuing its proposed decision to reject Duval Landscape's bid on this contract, despite Duval Landscape's bid being $900,000 per year less than J&D Maintenance's bid, in combination with the apparent monopoly that J&D Maintenance has maintained over the City's mowing and landscape maintenance contracts during the past decade, as well as the fact that J&D Maintenance and J&D Maintenance's owner's son's company, K&J Lawn Care, have just recently been awarded most, if not all, of the mowing and landscape maintenance contracts despite the submission of lower bids from other contractors, clearly show that the Department and/or its agency and decision-makers acted arbitrarily, capriciously, or contrary to the requirements of the competitive bidding requirements of § 255.20, Florida Statutes, and its own competitive bidding requirements and guidelines.

III. CONCLUSION

As taxpayers and residents in Jacksonville continue to be inundated with reports of Jacksonville's budget woes for the past decade or so, they would be flabbergasted to discover that the Procurement Division apparently decided that the City's budget was so flush with cash that it should voluntarily opt out of saving almost $1,000,000 per year in landscape maintenance costs because it is so concerned about the quality of edging throughout the City and is therefore not willing to take a risk in using a different contractor to perform such services at a substantially lower cost. Such actions clearly strain credulity, especially within the context of a competitive bidding process.

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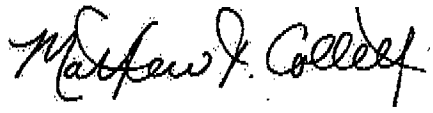
As such, we are confident that a court of competent jurisdiction, whether in federal or state court, will agree that such actions have deprived Duval Landscape of its constitutionally protected liberty and property interest without due process in violation of 42 U.S.C § 1983, and that the Department abused its discretion in violation of § 255.20, Florida Statutes, and its own competitive bidding requirements and guidelines. We also look forward to having the benefit of the Court's subpoena power and discovery procedures to fully flesh out, investigate, and litigate these issues.

Sincerely,



Matthew T. Collett

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Original

Exhibit 1

PROCUREMENT DIVISION

ONE CITY ONE JACKSONVILLE

REQUEST FOR PROPOSAL

FOR

Landscape Maintenance Services for City Road Rights-of-Way North Service Area

BID NO: ECS-0141-18

OPEN DATE: May 23, 2018

TIME: 2:00 P.M.

PLACE: 1ST FLOOR, ED BALL BUILDING, 214 N. HOGAN ST., STE. #110 JACKSONVILLE, FL

MANDATORY PRE-BID CONFERENCE:
DATE: May 8, 2018
TIME: 1:00 p.m.
PLACE: 609 St. Johns Bluff Road N., Jacksonville, FL 32225

CITY OF JACKSONVILLE
Procurement Division
Ed Ball Building
214 North Hogan Street, Suite 800 (8th Floor)
Jacksonville, Florida 32202
Phone: (904) 255-8800
Fax (904) 255-8837

Lenny Curry
Mayor

Gregory Pease, Chief
Procurement Division

FORM 1

PRICE SHEET

RFP NO: ECS-0141-18 RESPONSE DATE: May 30, 2018

TO: THE CITY OF JACKSONVILLE, FLORIDA

FROM: Duval Landscape Maintenance L.L.C.

In accordance with the Invitation to Bid to provide Landscape Maintenance Services for City Road Rights-of-Way North Service Area for the City of Jacksonville, Florida, subject to the provisions of this RFP and Amendments thereto, if any, all of which are made a part of this Proposal, the undersigned proposes to provide Landscape Maintenance Services for the following dollar amounts.

TOTAL LUMP SUM BASE BID

LUMP SUM BASE BID – NORTH SERVICE AREA
Provide all required labor, equipment, and materials to provide regularly scheduled landscape maintenance services described in Section 4 of this RFP at the sites listed in Exhibit B.

TOTAL LUMP SUM BASE BID $ 2,359,400.72 (Numerals)

Two Million Three hundred fifty nine thousand four hundred Dollars and Seventy two cent. (Written)

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)
(See next page for Proposal Schedule)

Revised 7/28/2015

A. PROPOSAL SCHEDULE

A Bidder must provide a price on each item listed under the Base Bid and the Unit Prices for Additional Services. All entries in the entire Proposal must be made clearly in ink. Unit prices must be written in figures with extended prices obtained by multiplying the listed quantities by the unit prices bid. In case of mathematical errors, unit prices will govern. The Total Base Bid must be written in figures and words.

LANDSCAPE MAINTENANCE SERVICES: NORTH SERVICE AREA
LUMP SUM BIDS FOR PARTS N1 THRU N6

Part	Description	Total Cost
N1	CITY ROAD RIGHTS OF-WAY (9 SERVICE VISITS/YEAR)	602,591.44
N2	CITY ROAD RIGHTS-OF-WAY (10 SRVICE VISITS/YEAR)	$929,077.74
N3	CITY ROAD RIGHTS-OF-WAY (15 SERVICE VISITS/YEAR)	884,756.92
N4	CITY ROAD RIGHTS-OF-WAY (21 SEVICE VISITS YEAR)	120,958.29
N5	FDOT ROAD RIGHTS-OF-WAY (15 SERVICE VISITS/YEAR)	227,768.32
N6	FDOT ROAD RIGHTS-OF-WAY (21 SERVICE VISITS/YEAR)	$94,248.01

NORTH SERVICE AREA TOTAL LUMP SUM BASE BID	$2,359,400.72

PART N1 NORTH SERVICE AREA: CITY ROAD RIGHTS-OF-WAY (9 SERVICE VISITS/YEAR)

Item No.	Description	Qty.	Unit	Unit Price	Price/ Service Visit	Freq	Total Price
N1.1	Initial Litter & Debris Removal	1,004.27	AC	$17.92	$17,998.09	9	$161,990.87
N1.2	Turfgrass Maintenance	1,004.27	AC	$44.81	$44,997.47	9	$404,977.19
N1.3	Edging	518,526	LF	$0.0098	5,081.55	1	5,081.55
N1.4	Cleanup (Blowing)	235.17	MILE	$12.27	$2,885.54	9	$25,969.82
N1.5	Disposal Fees (Trail Ridge Landfill)	3	Ton	$45.00	$135.00	9	$1215.00
N1.6	Disposal Fees (Old Kings Rd. Landfill)	3	Ton	$35.00	$105.00	9	$945.00
N1.7	Disposal Fee (White Goods)	5	EA	$20.00	$100.00	9	$900.00
N1.8	Disposal Fees (Tires)	1	Ton	$168.00	$168.00	9	$1,512.00
					PART N1: BID SUBTOTAL		$602,591.44

PART N2 NORTH SERVICE AREA: CITY ROAD RIGHTS-OF-WAY (10 SERVICE VISITS/YEAR)

Item No.	Description	Qty.	Unit	Unit Price	Price/ Service Visit	Freq	Total Price
N2.1	Initial Litter & Debris Removal	1,332.90	AC	$17.92	$3,888.84	10	$38,888.43
N2.2	Turfgrass Maintenance	1,332.90	AC	$44.81	59,722.1	10	597,221.08
N2.3	Edging	2,400,106	LF	$0.0098	$23,521.04		$23,521.04
N2.4	Cleanup (Blowing)	524.59	MILE	$12.27	6,436.72	10	$64,367.19
N2.5	Disposal Fees (Trail Ridge Landfill)	3	Ton	$45.00	$135.00	10	$1,350.00
N2.6	Disposal Fees (Old Kings Rd. Landfill)	3	Ton	$35.00	$105.00	10	$1050.00
N2.7	Disposal Fee (White Goods)	5	EA	$20.00	$100.00	10	$1,000.00
N2.8	Disposal Fees (Tires)	1	Ton	$168.00	$168.00	10	$1,680.00
						PART N2: BID SUBTOTAL	$929,077.74

PART N3 NORTH SERVICE AREA: CITY ROAD RIGHTS-OF-WAY (15 SERVICE VISITS/YEAR)

Item No.	Description	Qty.	Unit	Unit Price	Price/ Service Visit	Freq	Total Price
N3.1	Initial Litter & Debris Removal	348.67	AC	$17.92	6,249.02	15	93,735.35
N3.2	Turfgrass Maintenance	348.67	AC	$44.81	15,622.56	15	234,338.37
N3.3	Edging	1,415,409	LF	$0.0098	$13,871.01	1	$13,871.01
N3.4	Cleanup (Blowing)	191.21	MILE	$12.27	2,346.15	15	35,192.20
N3.5	Disposal Fees (Trail Ridge Landfill)	3	Ton	$45.00	$135.00	15	$2,025.00
N3.6	Disposal Fees (Old Kings Rd. Landfill)	3	Ton	$35.00	$105.00	15	$1,575.00
N3.7	Disposal Fee (White Goods)	5	EA	$20.00	$100.00	15	$1,500.00
N3.8	Disposal Fees (Tires)	1	Ton	$168.00	$168.00	15	$2,520.00
						PART N3: BID SUBTOTAL	$389,756.92

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PART N4 NORTH SERVICE AREA: CITY ROAD RIGHTS-OF-WAY (21 SERVICE VISITS/YEAR)

Item No.	Description	Qty	Unit	Unit Price	Price/ Service Visit	Freq	Total Price
N4.1	Litter & Debris Removal	5.06	AC	$17.92	$90.69	21	$1904.44
N4.2	Turfgrass Maintenance	5.06	AC	$44.81	$226.72	21	$4,761.10
N4.3	Bed Maintenance	279,567	SF	0.0170 ~~0.009~~	$4,752.64	21	$99,805.42
N4.4	Edging	95,248	LF	0.0098	$933.43	1	$933.43
N4.5	Cleanup (Blowing)	11.20	Mile	$12.27	$137.42	21	$2,885.90
N4.6	Disposal Fees (Trail Ridge Landfill)	3	Ton	$45.00	$135.00	21	$2,835.00
N4.7	Disposal Fees (Old Kings Rd. Landfill)	3	Ton	$35.00	$105.00	21	$2,205.00
N4.8	Disposal Fee (White Goods)	5	EA	$20.00	$100.00	21	$2,100.00
N4.9	Disposal Fees (Tires)	1	Ton	$168.00	$168.00	21	$3,528.00
					PART N4: BID SUBTOTAL		$120,958.29

PART N5 NORTH SERVICE AREA: FDOT RIGHTS-OF-WAY (15 SERVICE VISITS/YEAR)

Item No.	Description	Qty.	Unit	Unit Price	Price/ Service Visit	Freq	Total Price
N5.1	Litter & Debris Removal	214.39	AC	$17.92	$3,842.40	15	$57,635.93
N5.2	Turfgrass Maintenance	214.39	AC	$44.81	$9,605.99	15	$144,089.83
N5.3	Edging	338,289	LF	0.0098	$3,315.23	2	$6,630.46
N5.4	Cleanup (Blowing)	64.07	Mile	$12.27	$786.14	15	$11,792.08
N5.5	Disposal Fees (Trail Ridge Landfill)	3	Ton	$45.00	$135.00	15	$2,025.00
N5.6	Disposal Fees (Old Kings Rd Landfill)	3	Ton	$35.00	$105.00	15	$1,575.00
N5.7	Disposal Fee (White Goods)	5	EA	$20.00	$100.00	15	$1,500.00
N5.8	Disposal Fees (Tires)	1	Ton	$168.00	$168.00	15	$2,520.00
					PART N5: BID SUBTOTAL		$227,768.32

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PART N6 NORTH SERVICE AREA: FDOT RIGHTS-OF-WAY (21 SERVICE VISITS/YEAR)

Item No.	Description	Qty.	Unit	Unit Price	Price/ Service Visit	Freq	Total Price
N6.1	Litter & Debris Removal	45.73	AC	$7.92	$819.59	21	$17,211.47
N6.2	Turfgrass Maintenance	45.73	AC	$44.81	$2048.98	21	$43,028.68
N6.3	Bed Maintenance	42,120	SF	0.017	$716.04	21	$15,036.84
N6.4	Edging	121,387	LF	0.0098	$1,189.59	2	$2,379.19
N6.5	Cleanup (Blowing)	32.99	Mile	$2.27	$282.09	21	$5,923.83
N6.6	Disposal Fees (Trail Ridge Landfill)	3	Ton	$45.00	$135.00	21	$2,835.00
N6.7	Disposal Fees (Old Kings Rd. Landfill)	3	Ton	$35.00	$105.00	21	$2,205.00
N6.8	Disposal Fee (White Goods)	5	EA	$20.00	$100.00	21	$2,100.00
N6.9	Disposal Fees (Tires)	1	Ton	$168.00	$168.00	21	$3,528.00
					PART N6: BID SUBTOTAL		$94,248.01

UNIT PRICES FOR ADDITIONAL SERVICES

The City may choose to select from the following additional services for the unit prices below during the contract period when requested by the Contract Manager. Each unit price shall include the required labor, equipment, and materials to provide fertilization in accordance with the contract documents at various sites throughout the City.

Item No.	Description	Unit	Unit Price
A.1	Fertilization	AC	$200.00
A.2	Insect Control	AC	$200.00

B. SUBMITTAL REQUIREMENTS

The Bidder must meet the following pre qualifications to be eligible to bid on this project. The Bidder must submit the requested information with the Bid. All submittals listed below shall be on Company letterhead signed by the Owner or Corporate Officer and dated. **Failure to meet any of these requirements will be sufficient grounds for rejection.** The Contract Manager reserves the right to inspect the business location and tools and equipment proposed to be used to confirm conformance with the specifications before awarding the PROJECT.

1. The Bidder must be certified by the City in the *Grounds Maintenance (NIGP 988-36)* category at the time of the Bid opening to be considered as a qualified Bidder

SUBMITTAL: Copy of City Certification.

2. Bidder shall be an individual, company, partnership, or corporation which has been actively engaged in the field of landscape maintenance for at least three (3) consecutive years and must have successfully completed a year long maintenance contract with a minimum billing value of $500,000 providing similar services required by this RFP

SUBMITTAL: Submit, on a separate sheet, a list of commercial or governmental landscape maintenance contracts with a contract value of at least $500,000 that the Bidder has completed within the past 3year period or that are currently under contract. Also include other landscape maintenance service contracts that have been

completed during the past year and that are currently active. Include the following information for each contract: project name, location and brief description of landscape maintenance work performed; beginning and ending date of work; dollar amount of its contract; owner of project and contact person's email and phone number; and name of Prime Contractor/contact person's email and phone number if the Bidder performed the work as a sub-contractor.

3. Bidder must have in its possession all required equipment listed below, either by ownership or by long term lease agreement or have a written commitment from a lender to finance the cost of the required equipment not owned or leased at the time of the Award. All equipment shall be no more than 10 years old.

4x4 80-100 HP Tractor w/15 foot Mower Deck 1
80-100 HP Tractor w/ 15 foot Mower Deck 1
50-80 HP Tractor w/ 5 foot Mower Deck 1
Pickup Truck w/ Mower Trailer 4
Finish/Rough Cut Mower w/ 60 inch Deck 10
Gas or Electric String Trimmers 10
Gas or Electric Edger with blades 10
Blowers 4
Chain Saws 4

SUBMITTAL: Submit a list of equipment that is owned or leased by the Bidder and by each sub-Contractor that will be used to perform the contract work. Provide a separate equipment list for the Bidder and each of its sub-contractors. For each piece of equipment, show registration, name and model number, manufacturer, year of manufacture, and date purchased or leased. If the equipment is leased, include the name and phone number of the lessor. Equipment listed shall be commercial grade, in good operating condition, and no more than 10 years old.

4. Bidder and its subcontractors must own, lease or rent an interior office space and a warehouse and/or outdoor storage yard to contain the equipment required by this contract at the time of the Award. The office and equipment storage must be at a location properly zoned for commercial or industrial use in the city/county where it is located. The Bidder must have a local office located in Duval, St. Johns, Nassau, Baker or Clay County and have a local or toll free telephone number, cellphone number, and email address, where he/she may be contacted.

SUBMITTAL: Submit each facility address and written proof that each facility is owned, leased, or rented by the BIDDER and its proposed subcontractors.

5. The Bidder must be able to obtain and maintain liability insurance as required by the City of Jacksonville.

SUBMITTAL: Submit either a signed affidavit from their insurance provider stating they can provide all required coverage at the levels required by the Bid Specifications or a "FOR BID PURPOSES ONLY" certificate of insurance evidencing all coverages, limits and additional provisions as required by these specifications.

6. Bidder and each of its proposed Subcontractors must have a current local business tax receipt from the city or county where the business is located.

SUBMITTAL: Copy of local business tax receipt from the Bidder and each proposed Subcontractor.

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C LIST OF ALL SUBCONTRACTORS

Bidder hereby furnishes the names, addresses and the scopes of work to be performed by the following listed subcontractors that are NOT required to be certified, qualified, or licensed in accordance with chapter 342, Jacksonville Ordinance Code and/or Chapter 489, Florida Statutes, for their respective scope(s) of work which shall: (i) list ALL subcontractors for each of their respective scope(s) of work; and (ii) certifies that each listed subcontractor is financially responsible, properly licensed and insured, experienced and qualified to perform their respective scope(s) of work necessary to perform the specified services in a good and workmanlike manner. (Attach additional sheets if necessary)

SCHEDULE OF ALL SUBCONTRACTORS (INCLUDE JSEB SUBCONTRACTORS)
Note: The total contract value of the work performed by Subcontractors cannot exceed 60% of the Total Bid Amount

Scope of Work	Subcontractor's Company Name	Office Phone No.	Address	Contract Value of Work
Landscape Maintenance	KC Maintenance	(904)-888-1370	777 Cathy Trip W	$589,850.18
—	Lawn Care	—	Jacksonville, FL, 32220	$ —
				$
				$
				$
				$
				$
				$
				$
				$
				$
		Total Contract Value of Work Performed by Subcontractors		$589,850.18

D. ADDENDA ACKNOWLEDGMENT

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 5/15/2018 Acknowledged By: DWar

Addendum No. 2 Date: 5/21/2018 Acknowledged By: DWar

Addendum No. 3 Date: 5/24/2018 Acknowledged By: DWar

Addendum No. 4 Date: 5/25/2018 Acknowledged By: DWar

Addendum No. 5 Date: _____ Acknowledged By: _____

Addendum No. 6 Date: _____ Acknowledged By: _____

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FORM 2

CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Section 126.201, *Ordinance Code*, and Section 112.313(12), *Florida Statutes*. Failure to execute either Section may result in rejection of this proposal.

SECTION I

I hereby certify that no official or employee of the City or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Rob Bullock
Name of Official (Type or Print)

Duval Landscape Maintenance L.L.C
Company Name

7011 Business Park Blvd N
Business Address

Jacksonville, FL, 32256
City, State, Zip Code

SECTION II

I hereby certify that the following named City official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title or Position	Date of Filing
N/A	N/A	N/A
N/A	N/A	N/A

N/A
Signature

N/A
Name of Official (Type or Print)

N/A
Company Name

N/A
Business Address

N/A
City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.110 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable.

Public Official: N/A

Position Held: N/A

Position or Relationship with Bidder: N/A

1.) A. Project Management / Team Plan

Duval Landscape Maintenance, LLC is a comprehensive full service landscape maintenance company specializing in landscape maintenance, landscape design, and landscape installation. Duval meets all of the minimum requirements as detailed in Section 1.4.

Duval Landscape Maintenance, LLC is located Jacksonville, FL; where it was established in 2008. Duval Landscape Maintenance has offices located in Jacksonville. Clearwater, Sarasota, Naples, West Palm Beach and Orlando, FL. There are over 300 employees dedicated to servicing our customer base. We are uniquely positioned to leverage both human and financial resources in order to meet and exceed all contract requirements.

The Duval Management Team is made up of the President, Chief Financial Officer, Vice President of Sales, (6) Branch Manager, (13) Account Managers and (3) Business Development Managers.

- Duval Landscape Maintenance specializes in mowing, detail of the trees & shrubs, fertilization, pest control, irrigation services and repairs, palm and hardwood trimming, mulch, seasonal color and budget planning.
- Duval is committed to best management practices & Duval standard operating procedures while performing professional landscape maintenance services. We train our leadership and teams and expect a complete understanding of the best management practices associated with turf grass management. Understanding and ability to demonstrate safe use of common landscape equipment, difference between two cycle engines and gasoline engines and proper fuel/oil mixture for each. We understand best management practices of mowing heights, water body protection and disposal of clippings.
- Our safety culture is critical to our success. Personal protection equipment is mandated such gloves, safety glasses, and ear protection. Proper attire is adhered to such as no loose fitting clothing with shirts tucked in, skin covered if possible and no shorts, steel toed boots or protective shoes are required. Safety rules are effective only when they are practiced. Safety is everyone's responsibility but everyone is responsible for preventing accidents and injuries from happening to them and the people around them.

Cover Letter

06/04/2018

Landscape Maintenance Services for City Rights-of-Way North Service Area

BID # ECS-0141-18

Duval Landscape Maintenance L.L.C.

Rob S. Bullock – Owner/President

(Rob@Duvallandscape.com) / 904-233-3388

FEIN #: 27-0877531

Acknowledgement that (i) the Response is based on the terms set forth in the RFP and all amendments thereto posted on Buyer's website as of the date of the Response and (ii) the Contractor will be responsible for monitoring Buyer's website for subsequent amendments and for either maintaining, amending or withdrawing the Response prior to the Response due date based on those subsequent amendments.

Signature of Authorized Representative:

Robin S. Bullock (Owner & President)

Duval Landscape Maintenance, LLC
7011 Business Park Blvd N
Jacksonville FL, 32256

(904)-900-1127

Landscape Maintenance Services for City Rights-of-Way North Service Area

BID # ECS-0141-18

1.) B. PROJECT MANAGEMENT TEAM/PLAN

❖ Rob Bullock—President:

In 2012, 2013, and again in 2017 Duval was the recipient of the National Grand Award for Landscape Maintenance excellence. This award is bestowed upon single contractor for providing superior services. With the extensive judging criteria, this award truly sets his firm apart. With over seventeen years of landscape acumen, Rob leads his team through direct involvement and a passion for client relations. Degree Lake City Community College—Landscape Management.

❖ Edwin Cintron—Chief Financial Officer:

Edwin has direct responsibility for managing our billing, receivables, payables, customer contracts, vendor agreements, and many more administrative management operations covering personnel, information technology, legal, and facility management. Edwin has over 15 years of business and financial management experience. He attended the University of South Florida in Tampa, FL for his undergraduate degree in Accounting and the Airforce Institute of Technology in Dayton, Ohio for his graduate degree in management.

❖ Mark A. Bodkin—Vice President of Sales & Marketing:

Mark adds 30+ years of lawn and landscape industry experience to the Duval team. (27 years in FL) His diverse sales and operations award winning background is valued as it is split with 50% of his career in operational leadership roles and 50% in senior leadership sales roles with a Fortune 500 company. He's been accountable as a Region Manager for eight branch operational performances up to leading a 70-person division sales team. He is responsible for the overall performance of the sales team and marketing. Mark is a FL Licensed Certified Pest Control Operator JF7162, FNGLA Certified Horticulture Professional and EPA BMP Certification GV33088-1 in FL.

1.) B. Resumes of Key Individuals

MICHAEL JOHNSON

904-728-3222
michael@duvallandscape.com

EXPERIENCE

35 YEARS LANDSCAPE INDUSTRY
SENIOR ACOUNT MANAGER, DUVAL LANDSCAPE MAINTENANCE
Florida Best Management Practice Certified
FNGLA Certified
Customer Service Specialist
Manages daily personnel activity
Enhancement and Construction Installation
Heavy Machinery Operator
Irrigation service and repair
Landscape Lighting Specialist
DOT Service Specialist

EDUCATION

ASSOCIATES DEGREE FLORIDA STATE COLLEGE AT JACKSONVILLE
BUSINESS MANAGEMENT

1.) B. Resumes of Key Individuals

JOSH BOUCHER

904-376-0212
joshua@duvallandscape.com

EXPERIENCE

18 YEARS OF IRRIGATION SERVICE AND REPAIR
IRRIGATION DIVISION MANAGER, DUVAL LANDSCAPE MAINTENANCE
Pump and Well repair
Rain-bird Certified
Hunter Certified
Low voltage lighting specialty technician
2 wire specialists
Irrigation License
Best Management

EDUCATION

DIPLOMA, FLETCHER HIGH SCHOOL
Irrigation Design/Hydro

1.) B. Resumes of Key Individuals

LEMESE GRAHAM

904-487-3939
lemese@duvallandscape.com

EXPERIENCE

15 YEARS EXPERIENCE IN HORICULTURE AND LANDSCAPE
ENHANCEMENT SPECALIST, DUVAL LANDSCAPE MAINTENANCE
Florida Best Management Practice Certified
Landscape design and installation
Irrigation service and repair
Landscape lighting specialist
Heavy Equipment Operator
FNGLA Certified

EDUCATION

DIPLOMA, ENGLEWOOD HIGH SCHOOL
2.7 GPA ; Design and Project Management

1.) B. Resumes of Key Individuals

ANTONIO THOMAS

904-207-8793
antonio@duvallandscape.com

EXPERIENCE

21 YEARS EXPERIENCE IN HORICULTURE AND LANDSCAPE
ACOUNT MANAGER, DUVAL LANDSCAPE MAINTENANCE
Florida Best Management Practice Certified
CEO of Lawncare business 3 years
Commercial Property Specalist
Pesticide/Herbicide Spray License
FNGLA Certified

EDUCATION

UNIVERSITY OF SOUTH FLORIDA
ARCHITECTURE; DNF

JEAN RIUBTAL HIGH SCHOOL
ARCHITECTURE AND DESIGN

1.) B. Resumes of Key Individuals

MARK SINEATH

813-233-6561
marks@duvallandscape.com

EXPERIENCE

15 YEARS LANDSCAPE INDUSTRY

PEST CONTROL PRODUCTION MANAGER, DUVAL LANDSCAPE MAINTENANCE

Florida Best Management Practice Certified
FNGLA Certified
5 Years Pest Control
Indoor Pest Control
Termite Certified
Fumigation Certified
Ornamental tree and shrub & Turf Certified
Herbicide, Fungicide, Insecticide applicator
Application Safety Certified
Spray License

EDUCATION

UNIVERSITY OF NORTH FLORIDA
LANDSCAPE MANAGEMENT

NEASE HIGHSCHOOL

1.) C. | D. | E. PROJECT MANAGEMENT TEAM/PLAN

- **Michael Johnson - Daily Operations:**. Michael's high level of skill, knowledge, and Roadway experience makes him the "best" selection for leading and managing COJ North Road-Ways daily operations along with Greg Boucher. Michael has 35 years of award winning landscape industry experience. His customer's rely on his attention to detail, meeting & exceeding high end specification based contracts and for his expertise in lawn and ornamental care. Michael is Florida BMP certified, FNGLA Certified Horticulture Professional and holds an AA / FSCI in Business Management.

- **Greg Boucher—Horticulturalist:** With over 30 years of industry experience, Greg assists in many roles offering each client a potentially new perspective. Commercial Aquatics & ROW License CM 24301 CAT 5A,6, Certified Pest Control Operator JB122655, County Irrigation License Holder C-072-1 / BL4039 / I-121 / FC10324, OSHA Certification 2965, FNGLA Certification H33-5851, EPA BMP Certification GV929, BS University of Mass – Entomology, BA University of Mass- Marketing.

- **Mark Sineath – Pest Control Production Manager** will be responsible fore the pesticide expertise and applications during the work effort.

1.) F. PROJECT MANAGEMENT TEAM/PLAN

❖ **Typical Crew composition;**

- Account Manager handles the direction of 4 production managers
- Production manager handles the direction of three average (4 man) crews

❖ **Each crew consists of**

- Supervisor – Bilingual (Speak, comprehend, read and write English)
- Mower operators – single or multiple depending on site size
- Small equipment operators handle the edging, string trimming and blowing of debris.
- Detail specialists – police grounds prior to mowing activities, handle hedge trimming, weed spraying and light tree raising.

❖ All services are scheduled for each quarter based on contract requirements. We maintain both cloud and live scheduling for all supervisors and managers alike. Each division manager is aware of each crew planned activities. Additional weekly staff meetings cover unexpected weather or special event schedule changes that may arise. Daily supervisor meeting prior to all crews leaving each day reinforce the activities that are planner for any given day. Real time GPS reporting of each crews' location allows us to track, monitor and adjust schedules on the fly.

✓ By proper training and supervisor accountability, we insure asset damage is minimalized, but in this business, there are times when small rocks, or debris damage windows or siding.

✓ We maintain a staff repair team that can assist in quickly rectifying these issues. If the issue falls outside our "comfort level" for repair, we have contracts in place with glass repair, painters, handy men and others who quickly respond to our needs. The process is speedy, seamless and cost effective.

✓ Quality Control and Communication is often the single greatest frustration. Our QC program and communication work hand in hand to provide each client with the information they need to make informed and educated decisions.

✓ Daily service reports outline what each crew did on each property in any given day. These are sent directly to the client and maintained in our cloud-based storage.

✓ Fertilization and pest control reports outline what, where and how much was applied, what the pest were, any issues that remain and need retreats. Again, these are sent directly to the client and uploaded to the cloud.

✓ LQA – Landscape quality assessments are performed on all properties each month. These assessments cover turf, shrubs, trees and other horticulturally related issues. It is our "report card", and we utilize it to make program changes and tweaks.

1.) F. PROJECT MANAGEMENT TEAM/PLAN

✓LQA – Landscape quality assessments are performed on all properties each month. These assessments cover turf, shrubs, trees and other horticulturally related issues. It is our "report card", and we utilize it to make program changes and tweaks.

LANDSCAPE QUALITY AUDIT

Property Name	
Street Address	
City, State	
Job #	
Customer #	
Date of Report	

CATEGORY RATING CRITERIA	
5	Exceptional
4	Exceeds Requirements
3	Meets Requirements
2	Needs Improvement
1	Does Not Meet Requirements

Note: The Landscape Quality Audit is based on a set of written standards that are to be used to determine the score for each subcategory in the landscape that is being rated.

	1	2	3	4	5	N/A	Submit Proposal	Comments
1.0 LAWN								
1.1 Mowing Lines /Turf Cut								
1.2 Edging								
1.3 Lawn Fertility								
1.4 Weed Control								
1.5 Insect and Disease								
1.6 Irrigation								
LAWN TOTAL								
2.0 SHRUB BEDS								
2.1 Pruning								
2.2 Plant Fertility								
2.3 Weed Control								
2.4 Mulch								
2.5 Insect and Disease								
2.6 Irrigation								
SHRUB BED TOTAL								
3.0 SEASONAL COLOR								
3.1 Overall Appearance								
3.2 Pruning								
3.3 Plant Fertility								
3.4 Weed Control								
3.5 Insect and Disease								
3.6 Irrigation								
SEASONAL COLOR TOTAL								
4.0 GENERAL SERVICE								
4.1 Parking Lots/Sidewalks								
4.2 Debris Pick Up/ Blowing								
4.3 Proactive Suggestions								
4.4 Response Time								
4.5 Consistency of Service								
4.6 Communication w/ TruGreen								
GENERAL SERVICE TOTAL								

REPORT SUMMARY	Category Score	Div by	Number of Categories Audited	Avg Quality Rating		Check Appropriate LQA Rating
1.0 LAWN			0	#####	#DIV/0!	Exceptional (5.0)
2.0 SHRUB			0	#####	#DIV/0!	Exceeds Requirements (4.0-4.9)
3.0 SEASONAL COLOR			0	#####	#DIV/0!	Meets Requirements (3.0-3.9)
4.0 GENERAL SERVICE			0	#####	#DIV/0!	Needs Improvement (2.0-2.9)
TOTAL SCORE				#####	#DIV/0!	Does Not Meet Requirements (1.0-1.9)

INSPECTION APPROVAL

Client Signature: _____ Print Name: _____ Date: _____

1.) G. PROJECT MANAGEMENT TEAM/PLAN

✓Licenses/Certifications

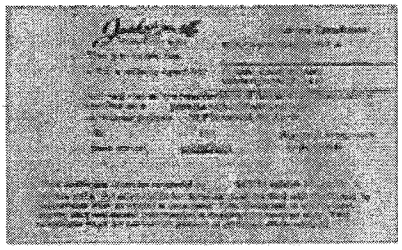
Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM24301

Issued: June 13, 2016 Expires: June 30, 2020

FLAGLER COUNTY AUTHORIZED CONTRACTOR
GENERAL PUBLIC PRACTICE LICENSE

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
Ed Rodriguez, Level IV, CEP
CODE ENFORCEMENT SUPERVISOR
CONTRACTOR LICENSING

FNGLA
The Florida Nursery, Growers & Landscape Association
Mark Bodkin
FNGLA Certified Horticulture Professional (FCHP)



INTERNATIONAL SOCIETY OF ARBORICULTURE
CERTIFIED A
Kacy D. Koelle
ISA

OSHA
This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in
Construction Safety and Health
Greg Boucher
Roger Greenleaf 04/02/2012
(Trainer Name – Print or Type) (Course end date)

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION
Gregory Boucher
GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

International Society of Arboriculture
Tree Risk Assessment Qualification

Certificate of Training
Best Management Practices
Mark A. Bodkin

FDOT
This Certifies that
Gregory A. Boucher
Has Completed a Florida Department of Transportation
Approved Maintenance of Traffic (MOT) Intermediate Course.
Date Expires 10/15/2019 Certificate # 11430
Instructor Marshall Dougherty FDOT Provider # 35
72 CentenUniversity of Florida
Phone: 352-275-1685
2100 NE Waldo Road
Gainesville, FL
72ext.ce.ufl.edu
dkoege@ufl.edu
UF University of Florida Transportation Institute

2.) EQUIPMENT LIST

Duval Landscape Maintenance currently has Six (6) branch locations spread across the state of Florida and has the financial capital to expand further. This allows equipment and resources to be pulled from around the state during peak growing seasons. Duval Landscape Maintenance Owns all of its equipment and has the capacity to acquire fleet vehicles as well as additional equipment through an outstanding line of credit.
Equipment Maintenance Plan : All equipment is evaluated on a weekly basis by our inhouse mechanic team. They are able to assess and repair equipment.

Replacement Schedule
Mowers, Tractors, Small Mowers:
24-36 Months
2-Cycle Equipment:
12 Months

2. Equipment List (Company Owned)

Quantity	Duval Landscape Maintenance Current Equipment Inventory
12	2015-16 Ford F 450 Super Duty Dump
22	2014 Ford F – 250 Crew Cabs
11	2014-16 Ford Transit Irrigation Van
8	2014 Spray Rigs / Units | Z Spray
58	52-72" Gravely Toro Mowers
6	John Deer Batwing (3 – 15' / 3 12')
5	72" Hustler High Capacity
5	Kubota Batwing (1-12' / 1 15')
6	Kubota RTV 1140 Diesel
1	Skid Steer
6	2012-15 Tractor w/Bush Hog

3.) FINANCIAL RESPONSIBILITY

Duval Landscape Maintenance L.L.C. is an corporation that has been incorporated since August 12th 2009. Having one sole owner and president Rob S. Bullock for the past 9 years.

DUVAL LANDSCAPE MAINTENANCE LLC
Balance Sheet
As of December 31, 2017

	Dec 31, 17
ASSETS	
Current Assets	2,025,200.11
Fixed Assets	1,382,658.42
Other Assets	1,588,642.09
TOTAL ASSETS	**4,996,500.62**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	1,366,407.99
Long Term Liabilities	1,506,839.41
Total Liabilities	2,873,247.40
Equity	
Retained Earnings	2,575,213.83
Shareholder Distributions	-886,606.88
Net Income	434,646.27
Total Equity	2,123,253.22
TOTAL LIABILITIES & EQUITY	**4,996,500.62**

4.) PROXIMITY TO THE CITY OF JACKSONVILLE

Duval Landscape Maintenance, LLC maintenance office location:

7011 Business Park Blvd N, Jacksonville FL, 32256

5.) PAST AND PRESENT COMMITMENT TO SMALL AND EMERGING BUSINESSES AND CONTRIBUTIONS TOWARD A DIVERSE MARKET PLACE

1. Duval Landscape Maintenance is proudly committed to maintaining a diverse workforce among our directors, officers, and employees. Duval Landscape Maintenance is a leader in a diversified workplace with 37% African American employees, 22% Caucasian employees, and 40% Hispanic employees within our Jacksonville Branch. Of our officers 50% are Hispanic and of our Jacksonville management staff 50% are African American.

2. Duval Landscape Maintenance is fully committed to the utilization of small and emerging business. During our 9 years of business we have always used small and local subcontractors. In 2017 Duval Landscape Maintenance spent $1.1 million with local Jacksonville businesses. We will continue to use local businesses in our daily landscape services. Duval Landscape Maintenance takes pride in its service and also takes pride in giving back to the Jacksonville economy. Duval Landscape Maintenance was a certified Jacksonville Small and Emerging Business in 2014 and knows how important small and emerging businesses are to the city as well as the economy.

3. Duval Landscape Maintenance does not currently have a established disadvantaged youth summer employment program. If awarded this contract, Duval Landscape Maintenance would establish a program for disadvantaged youth summer employment program to hire at 10-15 disadvantaged youth between 16 and 19 years old. This would allow the youth a chance to learn about the landscape industry while also teaching responsibility, accountability, and build team character.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lassiter-Ware Insurance of Jacksonville
8659 Baypine Road
Suite 100
Jacksonville FL 32256

CONTACT NAME: Debbie Weigel
PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680
E-MAIL ADDRESS: Debbiew@lassiterware.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Southern Owners Insurance Co.	10190
INSURER B: Old Dominion Insurance Co.	40231
INSURER C: Builders Mutual Ins Co	10844
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Duval Landscape Maintenance LLC
7011 Business Park Blvd. N.
Jacksonville FL 32256

COVERAGES

CERTIFICATE NUMBER: 17-18 GL 18-19 WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Pesticide/Herbicide Application GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC OTHER			72225857	11/15/2017	11/15/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ $ $ $ $ $ $	1,000,000 300,000 10,000 1,000,000 2,000,000 2,000,000 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			B1P6595E	11/15/2017	11/15/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			51-503800-00	11/15/2017	11/15/2018	EACH OCCURRENCE AGGREGATE	$ $ $	5,000,000 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		NCP1050086	2/1/2018	2/1/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Horizon Realty Advisors LLC and HRA Venue North Campus LLC are named as Additional Insureds on a Primary and Non-Contributory basis with respect to General Liability when required by written contract.

CERTIFICATE HOLDER

Horizon Realty Advisors LLC
& HRA Venue North Campus LLC
2003 Western Avenue
Suite 445
Seattle, WA 98121

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rob Bramlett/DEBBIW

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LANDSCAPE MAINTENANCE SERVICES FOR CITY ROAD RIGHTS-OF-WAY NORTH SERVICE AREA

SECTION 4

DESCRIPTION OF SERVICES AND DELIVERABLES

(Note: Changes to this Section 4, which is part of Addendum 3, are shown as red text)

4.1 DEFINITIONS

A. BIDDER, CONTRACTOR: The company qualified to submit a bid to provide Landscape maintenance services described in this RFP

B. CITY: The City of Jacksonville, Florida, including its departments.

C. CONTRACT MANAGER: The authorized representative(s) of the Mowing and Landscape Maintenance Division who is assigned to the project to ensure that all work requirements are completed in accordance with the contract documents.

4.2 SCOPE

A. The work covered by these specifications consists of furnishing all equipment, labor and materials and performing all operations necessary for the routine landscape maintenance of roadway shoulders and medians owned or maintained by the City. Landscape maintenance work may include initial litter and debris removal, mowing of turfgrass and/or vegetated areas, grass edging, trimming, weeding, bed maintenance and cleanup of debris produced by the maintenance operations. Fertilization and Pest (weed/disease/insect) control are additional services that may be requested by the City by change order at the unit prices established in the Proposal.

B. The City may add or delete mowing sites during the contract and adjust prices accordingly, using the unit prices established in the Proposal.

4.3 INTENT OF SPECIFICATIONS

The intent of these specifications is to maintain vegetated areas on rights-of-way to achieve a clean and neat appearance. It is not the intent of these specifications to minutely define the mode, means, methods, techniques, sequence or procedures of maintenance selected by the CONTRACTOR or the safety precautions and programs incidental to the work, but rather to set forth reasonable and rational criteria for the performance thereof.

4.4 LIMITS OF PROJECT

Work will be performed within Jacksonville, Florida on City maintained rights-of-way.

4.5 WORK SITES

A. For the purpose of this proposal, the North Service Area is the part of Duval County west and north of the St. Johns River (see Exhibit A of this Section). Exhibit A consists of maps showing the site locations and Exhibit B is a series of site lists grouped by types of sites and service frequency.

B. The work sites shown are possible locations for mowing operations. The CONTRACT MANAGER may add or delete work sites and cycles during the life of the contract, depending on the needs of the CITY. Such adjustments shall be by Change Order, using the unit prices established in the Proposal, unless the unit prices have been modified by the CITY in accordance with the Unit Price Adjustment Section of the Special Conditions.

4.6 AUTHORITY OF THE CONTRACT MANAGER

A. All work shall be completed to the satisfaction of the CONTRACT MANAGER. The primary authority of the CONTRACT MANAGER shall be to evaluate the CONTRACTOR's work for compliance with the contract documents.

B. The CONTRACTOR may appeal the decision of CONTRACT MANAGER regarding scope of work, decisions, claims, questions, and disputes to the Chief of Mowing and Landscape Maintenance Division. The Chief shall render a decision in writing within a reasonable time, generally seven (7) days or less. The Chief's decision shall be final and conclusive upon the parties thereto.

C. At no time shall the CONTRACT MANAGER supervise the CONTRACTOR's work force nor create any responsibility for the acts or omissions of the CONTRACTOR, subcontractor or supplier during the contract period.

4.7 CONTRACTOR'S SUPERVISION

The CONTRACTOR shall supervise and direct the work efficiently and with its best skill and attention. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of maintenance and for the supervision of its employees and subcontractors while performing work under this contract.

4.8 CONTRACTOR'S SUPERINTENDENT AND QUALITY CONTROL INSPECTOR

A The CONTRACTOR shall supervise and direct the work efficiently and with its best skill and attention and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. It shall be the CONTRACTOR'S responsibility to carefully study and compare the Contract Documents and to check and verify all figures shown thereon and all field measurements.

B Immediately notify CONTRACTOR MANAGER if a discrepancy is discovered in the Specifications. Do not proceed with the impacted work until The CONTRACTOR MANAGER has determined how to correct the discrepancy Any adjustment or correction made without the approval of the CONTRACT MANAGER will be at the CONTRACTOR's own risk and expense.

C. The CONTRACTOR will assign a Superintendent satisfactory to the CONTRACT MANAGER who will be the CONTRACTOR's "Contact Person" or liaison with the City for all communications pertaining to this Contract and who will directly supervise the landscape operations. The Superintendent shall be designated within one week after receiving the Blanket Purchase Order, and shall not be replaced nor be assigned to any other Project without the consent of the CONTRACT MANAGER. The Superintendent will be the CONTRACTOR's representative in the field and shall have complete authority to act on behalf of the CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to the CONTRACTOR. The Superintendent shall be readily available via telephone, cell phone, email and fax.

D. The Superintendent and other representatives of the CONTRACTOR who will be communicating with the CONTRACT MANAGER during the life of this contract must speak, comprehend, read and write English.

E. The CONTRACTOR shall designate a "Quality Control Inspector" who will verify that all items reported to the CONTRACT MANAGER as complete are in conformance with the quality standards set forth in these specifications.

F. The Superintendent shall verify that all items reported to the CONTRACT MANAGER as complete are in conformance with the quality standards set forth in these specifications

G. Neither the CITY nor the CONTRACT MANAGER will be responsible for the act or omissions of the CONTRACTOR, it agents, employees, subcontractors, or any other persons performing any of the work.

H. The CONTRACTOR shall supervise and direct the work efficiently and with its best skill and attention. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of maintenance and for the supervision of its employees while performing work under this contract. At no time will the CONTRACT MANAGER supervise or accept responsibility for employees of the CONTRACTOR.

4.9 SUBCONTRACTING

A. The CONTRACTOR shall perform at least 40% of the total amount of the work to be performed under this Contract with its own organization and may sublet any portion of the remaining work to qualified Subcontractor with a goal of 25% of the Subcontractors being CITY certified JSEBs (See Attachment C Equal Business Opportunity Program Requirements).

B. Subletting of any Work under this Contract shall not relieve the CONTRACTOR of its full responsibility for the proper and timely performance of all work required hereunder and for its selection of Subcontractor(s).

C. If, in the judgment of the CONTRACT MANAGER, any Subcontractor has, for any reason failed to perform its subcontract in a satisfactory or timely manner, the CONTRACT MANAGER shall advise the CONTRACTOR in writing of its determination and the CONTRACTOR shall promptly, and not later than fifteen (15) calendar days from the receipt of such advice, replace such Subcontractor with another Subcontractor agreeable to the CONTRACT MANAGER unless the CONTRACTOR, with the CONTRACT MANAGER s consent, decides to perform the subcontracted work itself. The rights of the CITY under this Paragraph shall be in addition to the CITY'S other rights and remedies under the CONTRACTOR'S bond or otherwise.

D. The exercise of this right by the CONTRACT MANAGER shall not be considered as a basis for an increase in cost to the CITY or an increase in time for the CONTRACTOR to complete the maintenance services during a work cycle, and neither shall be allowed.

E. In all relations, pertinent to the work, between a subcontractor and the CITY, the Subcontractor and its employees shall be considered as employees of the CONTRACTOR as the term "employee" is used in these specifications. Nothing contained in the Contract or specifications shall create any contractual relations between a subcontractor and the CITY The CONTRACTOR shall be responsible to the CITY for its subcontractors.

4.10 QUALIFICATION OF CONTRACTOR'S PERSONNEL

A. All personnel of the CONTRACTOR and its subcontractors shall be fully competent. The CONTRACTOR shall be responsible for employee work performance.

B. At least one (1) responsible person who speaks, reads and understands English shall be part of each work crew at all times while working on this project.

C. Should the CONTRACT MANAGER determine that an employee of the CONTRACTOR or its subcontractor is incompetent, intemperate, disorderly, or insubordinate; such employee shall, upon written notice by the CONTRACT MANAGER, be discharged from the work and shall not be allowed to perform work without the written consent of the CONTRACT MANAGER. Failure of the CONTRACTOR to remove such an employee from the work force may result in a temporary suspension of work and withholding of payments until the problem is corrected.

D. The CONTRACTOR shall protect, defend, indemnify, and hold harmless the City, its agents, officials, and employees from any claim, action, or suit which may arise from the removal, discharge or suspension of the employee.

4.11 LEGAL WORKFORCE

A. Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

B. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1) All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and

2) All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

4.12 INSURANCE

A. The CONTRACTOR and its subcontractors, if any, shall procure and maintain at their expense the insurance of the types and in the minimum amounts stated in *Attachment H-Insurance Requirements*, of these specifications throughout the life of this contract. If the selected Bidder cannot meet these requirements, the CITY will award the work to the next highest qualified Bidder.

B. The CONTRACTOR shall submit to the CONTRACT MANAGER a Certificate of Insurance for itself and each subcontractor within ten (10) days after receiving a notice of award. Include the bid number on each Certificate. Work shall not commence until all required Certificates have been reviewed and approved by the City.

4.13 WORK HOURS

A. In general, perform all work during daylight hours. For special operations, night work until 9 p.m. may be allowed if authorized in writing by the CONTRACT MANAGER, although such work will be at no additional cost to the City. No work shall be done when weather conditions limit visibility to less than 500 feet.

B. Do not work on Saturdays, Sundays or City holidays unless written permission is obtained from the CONTRACT MANAGER. When a holiday falls on a Saturday, no work shall be done on the preceding Friday. When a holiday falls on a Sunday, no work shall be done on the following Monday.

4.14 SUSPENSION OF WORK

CONTRACT MANAGER may, in its sole discretion, suspend any or all activities under the Contract by providing a written notice to CONTRACTOR at least five (5) days in advance that outlines the particulars of suspension. Within fifteen (15) days of providing such notice, or within any longer period agreed to by CONTRACTOR, CONTRACT MANAGER shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle CONTRACTOR to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder.

CONTRACTOR shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

4.15 PROVISIONS FOR CONVENIENCE OF PUBLIC

Schedule operations so as to minimize inconvenience to adjacent businesses, residents, and vehicular traffic.

4.16 MAINTENANCE OF TRAFFIC (MOT)

A. Develop and coordinate traffic control when its operations occur along roadways. Traffic control shall be in accordance with traffic control requirements of the City of Jacksonville Traffic Engineering Division and the requirements of FDOT, when working within FDOT rights-of-way. Work required within the Florida Department of Transportation's rights-of-way shall be permitted by contacting the FDOT Maintenance Engineer at (904) 360-5342.

B. Maintain Traffic at all times. If the City determines that the CONTRACTOR has neglected to comply with the MOT requirements, or that the CONTRACTOR's work performance constitutes a traffic safety problem, the CONTRACT MANAGER will have the authority to stop work without prior notice. The City is not responsible for the CONTRACTOR's additional cost caused by such a work stoppage.

C. The unit price established by the Contract for each work item shall include the cost of MOT, include all signs, devices, equipment and personnel required to control traffic and pedestrians for the expected duration of the work at each work site. Since the bid items are not time dependent, the CONTRACTOR shall include the estimated cost of MOT in each bid price based upon the CONTRACTOR's anticipated average project duration. No additional payment will be authorized for CONTRACTOR's project delays or for projects that extend beyond the CONTRACTOR's initial anticipated project duration, unless approved by the Project Manager.

D. If the City requires a written design plan for maintenance of traffic for a particular work site, then the price for the MOT shall be negotiated on a case by case basis. Payment for MOT shall be made for each MOT authorized, designed, approved, maintained and accomplished.

E. If the CONTRACT MANAGER determines that the CONTRACTOR's work performance constitutes a safety problem on a right-of-way, the CONTRACT MANAGER will have the authority to dictate working hours.

4.17 RESPONSIBILITY FOR PROTECTION OF PROPERTY AND DAMAGES

A. Use due care at all times to avoid damaging property improvements, public or private, which may exist within or adjacent to the work area. Also protect improvements in any other area affected by the work being performed. Included in this provision are improvements such as streets, curbs, sidewalks, utilities, light poles, buildings, trees, landscaping, landscape irrigation systems, signs and mailboxes. The CONTRACT MANAGER shall make a prompt determination of liability in the case of damage.

B. The CONTRACTOR is financially responsible for damage to vehicles, property, or persons caused by or resulting from its operations. The CONTRACTOR shall also be held liable for accidents or altercations caused by the CONTRACTOR's neglect. If the CONTRACTOR delays honoring such financial claims, the CONTRACT MANAGER will, after seven (7) days written notice, honor the claim and deduct the cost thereof from any monies due the CONTRACTOR.

C. The CONTRACTOR, at its expense, shall repair or replace damaged property improvements which were caused by, or resulted from the negligence of the CONTRACTOR within ten (10) days of the damage. The CONTRACTOR must:

1. Repair or replace damaged improvements to a condition at least equal to that which existed prior to the damage.
2. Repair damage to City improvements in accordance with current City Standards.
3. Replace or repair all traffic signs in accordance with the Manual of Uniform Traffic Control Devices.

D. Before doing any repair work, obtain written authorization from the CONTRACT MANAGER to make such repairs. Submit a written request to the CONTRACT MANAGER for an inspection when repair work has been completed. The CONTRACT MANAGER will provide the CONTRACTOR with a letter of acceptance when the repair work is satisfactorily completed.

E. The City will not pay for regularly scheduled work completed during the cycle when the damage occurred until the CONTRACTOR has completed and the CONTRACT MANAGER has accepted the repair work.

F. The City reserves the right to repair the CONTRACTOR's damage to roadway improvements, such as traffic signals, street lights, traffic signs, guardrails, and other delineators. If the City repairs the damage caused by the CONTRACTOR, then the City's cost to repair roadway signs, guardrails, delineators, and any other appurtenance, public or private, will be determined by the total cost of materials, labor, and equipment incurred by the City for the repair.

G. When property damage creates an unsafe condition, the City reserves the right to make immediate repairs at the CONTRACTOR's expense.

H. If repairs are performed by the CONTRACTOR in an unsatisfactorily manner, the City may choose to repair the work, with all costs incurred by the City deducted from the CONTRACTOR's billing.

4.18 SAFETY

The CONTRACTOR is solely responsible for ensuring the safety of its crew(s), employees, subcontractors, and the safety of the general public while performing the work required by these specifications.

4.19 PREVENTION OF MOTOR FUEL AND OTHER HAZARDOUS FUEL SPILLS

The CONTRACTOR, Subcontractors, Suppliers, and any others associated with the CONTRACTOR's work shall take precautions to prevent spills of motor fuels, lubricants, oils, greases, hydraulic fluids, coolants/anti-freezes, chemicals and any other substances that may contaminate the environment. The CONTRACTOR shall be liable, fully and exclusively, for the immediate clean-up and remediation of such spills, regardless of how the spill occurred. Should a spill occur, engage a qualified environmental clean-up and remediation CONTRACTOR to perform all clean-up and remediation to the certified satisfaction of the regulatory agency and the City. Clean-up and remediation shall be at no cost to the City.

4.20 OBSTRUCTIONS AT WORK SITES

A. If access to part of the work site is obstructed by construction or other activities within the work site or adjacent property, immediately notify the CONTRACT MANAGER to coordinate maintenance work around the obstructed area. Describe the location and type of obstruction and referencing near-by utility pole addresses

D. If the CONTRACTOR is unable to provide the scheduled landscape maintenance services in the obstructed area during that maintenance cycle, then the acreage of the obstructed area will be deducted from the total acreage of the site. The revised acreage will be the basis of payment for that maintenance cycle. The CONTRACTOR will not be entitled to compensation for the work that was deleted or delayed because of such an obstruction.

4.21 PERMITS AND FEES

The CONTRACTOR shall secure and pay for all permits which may be required to accomplish the specified work. Conduct work in accordance with the permit requirements.

4.22 NOTIFICATIONS

Notify, in advance, the utility location service and other parties which may be affected by the CONTRACTOR's operations. The utility location service is "Sunshine State One Call of Florida," which can be contracted by phone at 811 or by email at www.callsunshine.com Begin work only after utilities have been located.

4.23 WORK ON PRIVATE PROPERTY

No work shall be performed under the provisions of these specifications on any private property without the express written consent of the affected lawful landowner and approval of the CONTRACT MANAGER. Such permission shall be secured by the CONTRACTOR and shall identify the provisions under which such work is to be performed and shall not constitute a liability to the City nor relieve the CONTRACTOR of its responsibilities. A copy of the landowner's written permission shall be furnished promptly to the CONTRACT MANAGER.

4.24 HAZARDOUS AND/OR TOXIC WASTE AND POLLUTANTS

A. Should the CONTRACTOR encounter or expose a condition which may indicate the presence of hazardous and/or toxic wastes or pollutants discontinue all operations in the immediate vicinity and immediately notify the CONTRACT MANAGER. The presence of tanks or barrels, discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke or other conditions which appear abnormal may be indicators of hazardous and/or toxic wastes or pollutants and shall be treated with extraordinary caution

B. When encountered, the CONTRACTOR shall make every effort to minimize the spread of hazardous wastes, toxic wastes or pollutants into uncontaminated areas.

C. Disposition of the hazardous and/or toxic wastes or pollutants shall be by others, not the CONTRACTOR, and will be accomplished in accordance with the laws, requirements and regulations of local, state and/or federal agencies having jurisdiction.

D. Do not resume work in such areas until so directed by the CONTRACT MANAGER.

4.25 EROSION CONTROL

A. Take suitable precautions during maintenance operations to prevent soil erosion onto adjacent properties and roadways and to prevent the erosion and siltation of waterways.

B. The CONTRACTOR shall be totally liable for fines or penalties imposed by the regulatory agencies having jurisdiction for the CONTRACTOR's failure to comply with erosion control and water quality pollution regulations.

4.26 EXECUTION FO THE CONTRACT AND NOTICE TO PROCEED

A. Once the CONTRACTOR has submitted the required Insurance Certificates and other requested documents and the Bid has been awarded, the CITY will prepare a Contract for the

work. Once the CONTRACT is fully executed, the CITY will issue a "Master Blanket" Purchase Order for the dollar amount of work to be performed during the current Fiscal Year.

B. The CONTRACT MANAGER will then issue a "Notice to Proceed" after the Work Schedule has been approved. The CONTRACTOR shall not begin work until he/she has received the Notice to Proceed from the CITY. The CITY is not obligated to pay the CONTRACTOR for services performed before the date that the Notice to Proceed is issued.

4.27 LENGTH OF CONTRACT

The initial term of agreement will commence upon the date that the Master Blanket Purchase Order is issued and will continue for a two (2) year period. Buyer will have the option to renew such agreement two times, each time for a two (2) year period upon satisfactory performance by the CONTRACTOR. The Contract is also subject to early termination as set forth elsewhere in this BID.

4.28 ASSIGNMENT OF WORK TO OTHERS

If the CONTRACTOR has fallen behind schedule by ten (10) work days or more for no apparent reason on any maintenance cycle, the CITY, after five (5) days written notice to the CONTRACTOR, may complete the work with its forces or may assign the unfinished work to another contractor if the CONTRACT MANAGER determines that such reassignment will be in the CITY's best interest. Should this option be utilized, the CONTRACTOR shall pay the additional costs incurred by the CITY to complete the unfinished work. The assignment of work to another contractor may be made without declaring the CONTACTOR in default of this Contract.

4.29 DEFAULT OF CONTRACT

A. If the CONTRACTOR fails to perform the work in accordance with the contract terms and conditions; fails to begin work within the time specified; fails to pursue the work with adequate equipment, materials and manpower required to complete the work within the specified time frame; neglects or refuses to remove material from the job site; refuses to perform newly assigned work; fails to comply with Contract requirements, minimum wage payments, or EEO requirements; fails to perform the work in a suitable manner; or for any reasonable cause becomes unsatisfactory in the performance of the contract requirements, the CONTRACT MANAGER will give written notice to the CONTRACTOR and Surety stating the nature of the failure and time allowed to correct it. Default days shall be counted in calendar days regardless of whether or not the Contract time is stipulated in work days.

B. If, within the time period defined above, the CONTRACTOR fails to correct the condition(s) for which the complaint was made, the CONTRACT MANAGER will have full power and authority to stop the CONTRACTOR's work and declare the contract in default.

C. If such action is taken, the City may demand the CONTRACTOR's Surety take over and complete the work required by the Contract. Upon the failure or refusal of the Surety to take over the Contract and begin work within the time specified, the City may take over the work and prosecute it to completion. The City will have full power to appropriate or use any or all materials and equipment to complete the work or may enter in an agreement with others for the completion of work under this contract. All costs and charges incurred by the City because of the CONTRACTOR's default will be charged to the CONTRACTOR. If the City's expense exceeds the sum due the CONTRACTOR at the time of the default, the CONTRACTOR will be liable for the difference and shall pay to the City the balance due.

D. Should CONTRACTOR show a valid intent to prosecute the work in accordance with the contract documents after the notice has been issued and prior to any action by the

CONTRACT MANAGER to complete the work, the CONTRACT MANAGER may elect to permit the CONTRACTOR to resume work. In that case, all costs incurred by the City as a result of the delay will be deducted from any money due or money which may become due to the CONTRACTOR under the terms of the contract.

E. The City shall have no liability for the CONTRACTOR's anticipated profits for unfinished work on a contract which has been determined to be in default.

F. The remedies of the City under this Section are exclusive of and in addition to any others contained in the Contract Documents, or provided by law. Any retention or payment of monies by the CITY due the CONTRACTOR will not release the CONTRACTOR from liability.

4.30 UNIT PRICE ADJUSTMENTS

A. The Contract may be extended two (2) times for a period of two (2) years each by mutual agreement of both parties. Submitted bid prices for services shall remain firm against any increase for a period of two (2) calendar years from the award of contract.

B. The CONTRACTOR may submit a written request to increase the unit prices before each contract renewal if the request is received by certified letter at least thirty (30) days before the completion of the previous two year contract period. The City may accept or deny the requested price increase or choose to terminate the contract. The price increase request may be for all or some of the contract bid items.

C. The CONTRACTOR's request for a price increase will be based solely upon the percentage change of the Consumer Price Index for all Urban Consumers-South Region All Items, (Series CUUR0300SAO). The June CPI of the current year compared to total percentage change in the June CPI for the two previous years, compounded annually, will be used to determine the amount of the price increase request. The City reserves the right to decline any price increase request.

D. If the City agrees to the requested price increases, the new adjusted Contract Unit Prices will be calculated using the Contract Unit Prices of the original contract or contract renewal and adjusting them by the amount of the submitted CPI.

4.31 ESTIMATED QUANTITIES

A. This Contract is governed by budgetary restriction. Therefore, the total yearly disbursement to the CONTRACTOR may be more or less than the total Contract amount since all quantities are estimated and no quantities are guaranteed. The actual disbursement to the CONTRACTOR will be based upon the unit price of the type of work authorized, completed, and approved by the CONTRACT MANAGER.

B. The items and respective quantities set forth in the Proposal have been established to assist the CONTRACTOR in deriving Unit Prices for the work which may or may not be requested during the extent of this Contract. The City reserves the right to decrease or increase quantities with no change in the Unit Price established in the Proposal, unless the unit prices have been modified by the CONTRACT MANAGER in accordance with Price Adjustment section of these Special Conditions.

C. When the CONTRACT MANAGER adds or deletes work covered by this Contract, the change will be issued in the form of a written Change Order.

4.32 LIMITATIONS OF EQUIPMENT OPERATIONS

A. Operate all moving equipment in the same direction as the flow of vehicular traffic if operating within ten feet (10') of the travel lane. Exceptions will be made only when the

work site is protected by flagman and warning devices in accordance with the Maintenance of Traffic section in these Special Conditions.

B. Plan operations so that bridge crossings are kept to a minimum. When it becomes necessary for equipment to cross bridges, take extreme care. Cross bridge on the right shoulder if the bridge has a full width shoulder able to accommodate the width of the equipment; otherwise, cross in the right travel lane.

C. Keep road crossings to a minimum. When crossing roads, the crossing shall be accomplished at a predetermined site which allows a safe and unobstructed site distance for oncoming traffic. The equipment operator shall stop before crossing traffic to allow closely approaching vehicles to pass before crossing.

D. Parking of equipment in road medians of any width is not allowed for any length of time. Do not park on street sidewalks or on paved or unpaved trails and walks. At no time shall employee's personal vehicles be parked on or adjacent to the work sites. The CONTRACTOR may temporarily park company motor vehicles (2 hour minimum) on the road shoulder so long as there is sufficient width to allow for safe passage of pedestrians and motor vehicles. Overnight parking of equipment or vehicles within the right-of-way is not allowed; overnight parking of equipment and vehicles on a building site or vacant lot is also not allowed unless approved by the CONTRACT MANAGER.

E. Conduct all service and supply operations at locations that will not interfere with vehicular or pedestrian traffic. Service vehicles will be allowed in work areas only to service, repair, or remove inoperable equipment. No supply vehicles shall enter the median for any PURPOSE. Service vehicle shall only enter the median to repair or remove inoperable equipment and then only when such repair or removal necessitates a service vehicle.

4.33 TOOLS AND EQUIPMENT

A. Provide the appropriate personnel and the type, size, and quality and quantity of tools and equipment necessary to complete the work in the specified time frame.

B. All motor vehicles used by the CONTRACTOR shall be clearly and legibly identified by a sign with the company name and telephone number. At no time shall employee's personal vehicles be parked on or adjacent to the work sites.

C. Maintain all equipment and hand tools in good repair, including mower discharge covers and guards to prevent dangerous ejection of mowing discharge. Mowers shall produce a sharp clean cut and uniform distribution of the discharge. Regularly sharpen and replace mower and edger blades, including bed knives and reels of reel mowers, so that grass is cut sharply without ripping.

D. Clean mower decks after each mowing to remove grass clippings and weed seeds.

E. The CONTRACT MANAGER may inspect tools and equipment during performance of work to verify that tools and equipment are in good repair. If the CONTRACT MANAGER determines that a piece of equipment is in poor working order, poses a safety hazard, or is damaging the turf, landscaping, curbs pavement, or other site improvements, he/ she shall notify the CONTRACTOR. Upon notification, the CONTRACTOR shall immediately remove the defective equipment from the worksite and temporarily cease work until the equipment is repaired or replaced. Poor equipment or equipment failure is not a valid reason for production delays.

F. The CONTRACT MANAGER's inspection and approval of the CONTRACTOR'S equipment will not relieve the CONTRACTOR of its responsibility or liability for personal injury or property damage caused by its equipment operation.

G. Some grass areas on slopes, ditch banks, ditch bottoms, and areas beyond the ditch banks may be too steep or too wet for access with standard mowers. Provide some other means of mowing in these areas, such as an articulated arm mower or manual trimming. Lack of suitable equipment on the site is not considered as a valid reason for not mowing a vegetated area.

H. Equipment used to transport litter and debris shall be covered and constructed to prohibit the loss of litter along the roadway.

4.34 STORAGE OF EQUIPMENT AND MATERIALS

Provide adequate facilities for proper storage and protection of materials, tools and equipment.

4.35 APPLICATION OF CHEMICALS

A. Apply fertilizer and pesticides strictly in accordance with the pest control regulations of the State of Florida and EPA. Apply fertilizer also in accordance with the *City of Jacksonville Ordinance Code, Chapter 366 (Groundwater and Surface Water Resource Management), and Part 6-Fertilizer Application.*

B. The CONTRACTOR shall be liable for all damages caused by the improper application of chemicals.

C. Apply fertilizer and pesticides strictly in accordance with the manufacturer's label for each chemical used. If requested, provide the CONTRACT MANAGER with the Label and Material Safety Data sheet for each chemical used. The company applying pesticides shall meet the requirements of the Florida *"Limited Governmental or Private Applicator Certification"* program. Submit copy of each applicator certification.

4.36 CODES AND STANDARDS

Execute work in strict compliance with the applicable specifications, regulations, standards, and codes of the bodies/agencies listed below:

1. NAA Pruning Standards for Pruning Trees.
2. Local tree, landscape, irrigation, and fertilizer ordinances.
3. Occupational Safety and Health Administration (OSHA).
4. Federal (EPA), State, and local environmental Agencies.

4.37 EQUIPMENT SAFETY DEVICES

A. All motorized equipment utilized by the CONTRACTOR shall be painted in a high visibility color and have the same safety devices, signs and lights required by FDOT on equipment working in a FDOT right-of-way including a "slow moving vehicle" symbol mounted on the rear of the vehicle and a Type B high intensity warning light mounted on top. Maintain the safety devises in proper working order at all times.

B. The CONTRACT MANAGER must inspect and approve the equipment before it can be used under this contract. The CONTRACT MANAGER's approval of the CONTRACTOR's equipment will not relieve the CONTRACTOR of its responsibility or liability for personal injury or property damage caused by the equipment operation.

4.38 ISSUANCE OF BLANKET ORDER

After award of the Contract, the City will prepare a contract for execution by the CONTRACTOR and the City. Upon execution of the contract the City will then issue a "Blanket Order." No work shall be started until the CONTRACTOR has received the "Master Blanket Purchase Order" and

until the work schedule has been approved by the CONTRACT MANAGER. One Master Blanket Purchase Order will be issued for all work involved at all locations. The Master Blanket Purchase Order will include the amount of funds available for all work for one (1) year, or a portion of one (1) year, as specified in the Master Blanket Purchase Order.

4.39 WORK SCHEDULES AND NOTICE TO PROCEED

A. At the Pre-construction Conference, the CONTRACTOR shall submit "Work Schedules" for each list of sites, using the excel sheet from the City mowing database, which describes the proposed schedule of operations to complete the specified work within the allotted times and in accordance with the frequency or cycles provided in the Contract documents. This schedule will be uploaded into the City mowing database. The CONTRACTOR shall review the lists of work sites and, from those lists, prepare a separate Work Schedule for each crew in the form of an excel spread sheet which will show the name of each site, and the scheduled dates of each site visit based upon the frequency of service specified. The Work Schedule for each crew shall describe a logical/geographically connected sequence to complete ALL work within the specified times and frequencies. Make adjustments to the Work Schedules as requested by the CONTRACT MANAGER and resubmit for review and approval.

B. Once the CONTRACT MANAGER has approved the Work Schedules and the Blanket Order for the work has been issued, he/she will provide the CONTRACTOR with a written "Notice to Proceed." The Notice to Proceed shall be the City's written authorization to begin work.

C. The work at each site will be performed the frequency stated unless otherwise directed by the CONTRACT MANAGER. Should the CONTRACTOR desire to change the Work Schedule as originally submitted and approved, such proposed changes, such as interim between cycles, shall be submitted to and approved by the CONTRACT MANAGER in writing before changing the Work Schedule.

D. The maintenance of all sites listed on each site list must be completed by the end of each scheduled maintenance cycle. In addition, for a site on a once a month work cycle, each site visit must be no less than 25 days apart and no more than 30 days apart; for a site on a twice a month cycle, each site visit must be no less than 12 days apart and no more than 15 days apart.

E. Schedule the first cycle of landscape maintenance operations to begin within ten (10) days after receipt of the City's Notice to Proceed unless the CONTRACT MANAGER approves a different start date.

F. Enter site completion dates into the mowing database on a daily basis. If any sites are incorrectly entered notify the CONTRACT MANAGER for correction.

G. By 8:00 a.m. each work day, provide the CONTRACT MANAGER, via fax or email, with: (1), a list of sites where work had been completed the previous work day; and (2) the schedule of sites to be serviced during the current work day. Include the name and location of each site, and, if a vacant lot, the Real Estate Number.

H. Once work begins on a work site, diligently pursue work until completed before moving to the next scheduled site, unless otherwise directed by the CONTRACT MANAGER.

4.40 INVOICES AND PAYMENTS

A. On a monthly basis, submit an invoice for services rendered during the previous month. Submit invoices no later than seven (7) days after the end of the previous monthly mowing cycle. Include an Excel spreadsheet for each group of sites showing the following: blanket or purchase order number, real estate number(s), street address, date of service, unit measure, unit cost, extended totals, and grand total.

B. The CONTRACT MANAGER will pay the CONTRACTOR on a monthly basis after the work on all parcels scheduled for each monthly cycle have been completed and accepted by the CONTRACT MANAGER. The City will not process payment until the entire group of parcels scheduled for the previous month is completed for the previous monthly cycle; no partial payments will be allowed. Payment will be based on the CONTRACTOR's unit price multiplied by total units completed to the nearest 2 decimals (00.00).

C. Disposal Fees: Provide a separate invoice for the cost of disposal fees incurred for litter and debris disposal generated by contract operations during the previous month. The Unit Prices for Disposal Fees shown in the Proposal are for comparison purposes only. The CONTRACT MANAGER will reimburse the CONTRACTOR for the actual cost of disposal, based on the unit price changed by the particular landfill. The CONTRACT MANAGER will not pay for disposal fees if the dates of the weight tickets are not within the two previous monthly cycles. Include with the invoice, the original weight tickets or receipts issued by the facility which accepted the debris. In addition, the CONTRACTOR must submit the following notarized certificate signed by an officer or owner of the company:

> "This is to certify that the attached disposal weight tickets, numbered _____ or receipt, numbered _____ are only for debris or white goods picked up in the performance of countywide parcel mowing specification requirements for the , PO. No. _____, during the month of _____, 20 ."

D. Submit each invoice or request for payment to the City of Jacksonville, Mowing and Landscape Maintenance Division, 609 St. Johns Bluff Road, Jacksonville, FL 32225, Attn: Dave McDaniel, Chief.

E. The City's payment for services shall not be construed as an acceptance of any defective work performed by the CONTRACTOR.

4.41 WITHOLDING PAYMENT FOR UNSATISFACTOR OR INCOMPLETE PERFORMANCE

A. If any action, duty, service, or part of the work is not performed by the CONTRACTOR, the CONTRACT MANAGER will withhold payment of the monthly invoice claiming completion of such work until the work is completed to the satisfaction of the CONTRACT MANAGER.

B. If any action, duty, service, or part of the work has been completed but is determined by the CONTRACT MANAGER to be unsatisfactory, the CONTRACT MANAGER will notify the CONTRACTOR of the deficiencies and give the CONTRACTOR an appropriate amount of time to correct the deficiency. The CONTRACT MANAGER will withhold payment of the monthly invoice claiming completion of such work until the work is completed to the satisfaction of the CONTRACT MANAGER.

4.42 LIQUIDATED DAMAGES

A. The City shall charge the CONTRACTOR fifty dollars ($50.00) as liquidated damages for each work day the CONTRACTOR's work is not completed within the maximum time frame allowed for each work cycle and for each list of sites. Such penalty shall be deducted from the CONTRACTOR's invoice covering all work for that cycle. The liquidated damages provided herein are not considered a penalty, but a reimbursement to the CITY for its added expense for additional supervision, inspection and administration of the Contract.

B. Ordinary delays such as increment weather, equipment failure, personnel shortages, and repeat work caused by failure to comply with the Specifications <u>will not be considered</u> as justifiable causes for failure to complete the work in each cycle. The only justifiable delays that will be considered are during periods when the CONTRACT MANAGER suspends work at <u>all</u> sites on a particular list, or when a natural disaster is declared by the local governmental authority.

4.43 PARTIAL PAYMENTS

If part of the work scheduled for the previous month is not completed by the end of the month, the CONTRACT MANAGER will not approve partial payment for the portion of the work completed. The CONTRACT MANAGER will only approve a partial payment of a monthly invoice when the CONTRACTOR could not complete the work scheduled for the previous month because the CONTRACT MANAGER suspended work at all sites on a particular list, or when a natural disaster is declared by the local governmental authority.

4.44 ASSIGNMENT OF WORK TO OTHER CONTRACTORS

A. If the CONTRACTOR has fallen behind schedule by ten (10) work days or more, the CONTRACT MANAGER has the right to deduct the unfinished work from the CONTRACTOR's work cycle and assign the unfinished work to another contractor, if the CONTRACT MANAGER determines that the work reassignment will be in the City's best interest. At such time, the CONTRACT MANAGER shall provide written notification to the CONTRACTOR, by Email, that the work has been assigned to another contractor. Upon the CONTRACTOR's receipt of this Email notification, he/she shall delete the referenced work sites from his/her schedule for that work cycle.

B. Should this option be utilized, the CONTRACTOR shall pay the additional costs incurred by the City to complete the unfinished work. The CONTRACTOR shall also pay the late penalty for each day the work remains unfinished after the scheduled completion date until the date of CONTRACT MANAGER's written notice to the CONTRACTOR that the unfinished work has been assigned to another contractor. The assignment of work to another contractor may be made without declaring the CONTRACTOR in default of this Contract.

4.45 DISCOVERY OF UNMARKED HUMAN BURIAL SITE

If an unmarked human burial site is discovered, immediately cease all activities that may disturb the site and then notify the Duval County Medical Examiner and the CONTRACT MANAGER of burial site's location. Do not resume work until specifically authorized by the District Medical Examiner or the State Archeologist

4.46 PHOTOGRAPHIC RECORD

A. Provide a "before and after" photographic record of each work site during each maintenance cycle to insure compliance with the services required at each site, unless the Project Manager waives the photographic record requirement for a particular site. Photograph each site immediately before beginning work and immediately after the work is completed. Take sufficient photographs to show the entire maintenance area. Take each set of "before and after" photographs from the same location, angle, and magnification. Incorporate a common landmark in each photo where possible. Take photos with a digital camera which has an instant photo display screen and the ability to record the date and time signature on each photo. Provide one such camera to each work crew. Review each photo in the display screen to insure proper exposure, sharp focus, and a complete image of the required content; retake, if necessary. Print the photo with the time and date stamp shown on the image.

B. Take photos with a digital camera which has an instant photo display screen and the ability to record the date and time signature on each photo. Provide one such camera to the work crew servicing the site. Review each photo in the display screen to insure proper exposure, sharp focus, and a complete image of the required content; retake, if necessary. Print the photo with the time and date stamp shown on the image

C. Label each photograph noting if a "before" or "after" photo, the street address, and/or RE number. Show each pair of "before" and "after" 5" x 7" photographs on one 8½" x 11" page

D. Mail a digital file of the photographic record to the CONTRACT MANAGER the day after the work is completed at each site where a photographic record has been requested by the CONTRACT MANAGER, unless a different submittal schedule is approved by the CONTRACT MANAGER.

4.49 INSPECTIONS AND ACCEPTANCE OF THE WORK

A. The CONTRACT MANAGER shall inspect the landscape maintenance operation at each site within seven (7) days of the CONTRACTOR's written notification that the work is complete. The CONTRACT MANAGER will provide written notification to the CONTRACTOR if the work is acceptable or unacceptable.

B. If the CONTRACT MANAGER determines that the work is not in conformance with the specifications, and therefore not acceptable, the CONTRACTOR shall have 2 days after notification to correct the deficiencies identified by the CONTRACT MANAGER.

4.50 REINSPECTION FEE

A. The City may impose a twenty-five dollar ($25.00) re-inspection fee each time the CONTRACT MANAGER visits a work site to conduct a re-inspection of previously rejected work which was not in conformance with the specifications.

B. The CONTRACT MANAGER will deduct each levied re-inspection fee from the CONTRACTOR's invoice covering the work which required a re-inspection.

4.51 WORK CYCLES

The work specified in the Contract Documents for the sites shown on Exhibit A and listed on Exhibit B shall be performed in its entirety during each work cycle before beginning another work cycle. The following work schedules are provided as a guideline to assist the CONTRACTOR in preparing a Bid and should be followed as closely as possible. However, additional service visits may be required, because of excessive growth. If an additional service visit is requested by the City, the CONTRACTOR will perform the work at the unit price established in the proposal.

City R.O.W. Litter & Debris Collection, Turfgrass Maintenance & Cleanup Schedule: Nine (9) Service Visits per Year

9 SERVICE VISITS PER YEAR											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
0	0	1	1	1	1	1	1	1	1	1	0

City R.O.W. Litter & Debris Collection, Turfgrass Maintenance & Cleanup Schedule: Ten (10) Service Visits per Year

10 SERVICE VISITS PER YEAR											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
0	1	1	1	1	1	1	1	1	1	1	0

City R.O.W. Litter & Debris Collection, Turfgrass Maintenance & Cleanup Schedule: Fifteen (15) Service Visits per Year

15 SERVICE VISITS PER YEAR											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
0	1	1	2	2	2	2	2	1	1	1	0

City R.O.W. for Initial Litter Collection, Turfgrass Maintenance, and Bed Maintenance; Twenty-one (21) Service Visits per Year

21 SERVICE VISITS PER YEAR											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	1	2	2	2	2	2	2	2	2	2	1

City R.O.W. Edging-All Sites:
One Service Visit per Year

Right-of-Way edging shall occur during one turfgrass maintenance service visit; the particular work cycle for such service will be selected by the CONTRACT MANAGER in coordination with the CONTRACTOR.

FDOT R.O.W. Litter & Debris Collection, Turfgrass Maintenance & Cleanup Schedule: Fifteen (15) Service Visits per Year

15 WORK SERVICE VISITS YEAR											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
0	1	1	2	2	2	2	2	1	1	1	0

FDOT R.O.W. Litter & Debris Collection, Turfgrass Maintenance & Cleanup Schedule: Twenty-one (21) Service Visits per Year

21 SERVICE VISITS PER YEAR											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	1	2	2	2	2	2	2	2	2	2	1

FDOT R.O.W. Edging, All Sites:
Two Service Visits per Year

Right-of-Way edging shall occur during two turfgrass maintenance service visits; the particular work cycle for such service will be selected by the CONTRACT MANAGER in coordination with the CONTRACTOR.

4.52 DESCRIPTION OF LANDSCAPE MAINTENANCE OPERATIONS - GENERAL

A. The landscape maintenance operations to be performed at each group of sites are listed in Sections 4.53 through 4.54. Sections 4.55 through 4.64 describe each separate maintenance operation that may be required at a particular work site. Landscape maintenance operations shall include the entire turfgrass areas and plant beds within each right-of-way and median. Work may include initial litter and debris removal, turf mowing, edging, grass trimming, general weeding, bed maintenance, and removal of debris generated by the work.

B. All landscape maintenance operations that occur on Florida Department of Transportation (FDOT) rights-of-way shall follow the recommendations of the current edition of *A Guide to Roadside Vegetation Management* printed by FDOT as well as these specifications. Immediately consult with the CONTRACT MANAGER to resolve any conflicts between the two documents.

C. The quantities show for each site in Exhibit B are estimates and are subject to modification, up or down, by the Project Manager if quantities are found to be incorrect after additional review by the CONTRACT MANAGER and the CONTRACTOR.

4.53 LANDSCAPE MAINTENANCE OPERATIONS: CITY ROAD RIGHTS-OF-WAY

A. Scope of Work: Provide Landscape Maintenance operations listed below in each road right-of- way shown in Exhibits A and listed on Exhibit B. The limits of the work include all landscaped areas within the entire width of the right-of-way from the start and stop points noted, including medians, grassed shoulders, ditches, swales and embankments, as well as sidewalks, sidewalk joints/cracks and the union of curbing and road pavement.

1. Initial Litter and Debris Removal: The area for this operation is equal to the total turfgrass maintenance area. Payment shall be at the bid unit price per acre.

2. Turf grass Maintenance

a. Include the following work items in the unit price for turf grass maintenance:

1) General Weeding

2) Mowing

3) Trimming

b. Payment for Turf grass Maintenance shall be at the bid unit price per acre

3. Bed Maintenance: Payment shall be at the bid unit price per square foot

4. Edging Payment shall be at the bid unit price per linear foot

5. Cleanup (Blowing): Payment shall be at the bid unit price per mile of road right-of-way

B. Schedule of Landscape Maintenance Operations

1. Initial Litter & Debris Removal, Turf grass Maintenance and Cleanup shall occur 9, 10, 15 or 21 times per year.

2. Bed Maintenance shall occur 21 times per year for those CITY sites scheduled for landscape operations 21 times per year

3. Right-of-Way edging shall occur during one or two service visits during each annual cycle; the service visits for edging shall be selected by the CONTRACT MANAGER in coordination with the CONTRACTOR.

C. Acreage of turf grass area: The turf grass area in rights-of-way shown in Exhibit B of Section 4 has been estimated to be the average width to be maintained at each site after deducting wooded areas, ornamental plant beds, road and ditch pavement, driveways, and sidewalks

4.54 LANDSCAPE MAINTENANCE OPERATIONS: FDOT ROAD RIGHTS-OF-WAY

A. Scope of Work: Provide Landscape Maintenance operations listed below in each road right-of- way shown in Exhibits A and listed on Exhibit B. The limits of the work include the entire width of the right-of-way from the start and stop points noted, including ditches, swales grass embankments, and medians, as well as sidewalk joints/cracks and the joints between curbing and road pavement. On certain sites the work limits may be limited to the landscaped medians only.

1. Initial Litter and Debris Removal The area for this operation is equal to the total turfgrass maintenance area. Payment shall be at the bid unit price per acre.

2. Turf grass Maintenance

a. Include the following work items in the unit price for turf grass maintenance:

1) General Weeding

2) Mowing (Large Machine, Small Machine & Slope Machine Mowing totaled together)

3) Trimming

b. Payment for Turf grass Maintenance shall be at the bid unit price per acre.

3. Bed Maintenance: Payment shall be at the bid unit price per square foot.

4. Edging: Payment shall be at the bid unit price per linear foot.

5. Cleanup (Blowing): Payment shall be at the bid unit price per mile of road right-of-way.

B. Schedule of Landscape Maintenance Operations

1. Initial Litter & Debris Removal, Turf grass Maintenance and Blowing shall occur15 or 21 times per year.

2. Right-of-Way edging shall occur during two service visits during each annual cycle; the service visit dates for edging shall be selected by the CONTRACT MANAGER in coordination with the CONTRACTOR.

3. Bed Maintenance shall occur 21 times per year for those FDOT sites scheduled for landscape operations 21 times per year

C. Acreage of turf grass area: The turf grass area in FDOT rights-of-way shown in Exhibit B of these Special Conditions has been estimated to be the average width to be maintained at each site after deducting wooded areas, ornamental plant beds, road and ditch pavement, driveways, and sidewalks.

4.55 MOBILIZATION

Mobilization includes the transportation of CONTRACTOR's/ subcontractors personnel, equipment, and operating supplies to the site. For this contract, mobilization costs shall be included in the bid unit price for each type of maintenance service.

4.56 INITIAL LITTER AND DEBRIS REMOVAL

A. Remove all existing litter and debris from landscape beds and all vegetated areas to be mowed each before beginning the mowing operation. Tearing, ripping, or scattering the litter by the mowing operations is not allowed.

B. Debris is considered to be items which can be safely picked-up by two men and loaded into an open flatbed truck.

C. Remove the following litter and debris before mowing:

1) Man-made items such as bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, junk metal, small appliances, furniture, and other such items. It is not intended that minute objects such as cigarette butts, chewing gum wrappers, and similarly sized items be included in the items to be removed from the job site.

2) Fallen trees, palm fronds, flower stalks, limbs, branches, brush, fallen leaves, and other plant debris. The intent is not the removal of all fallen vegetation but to remove the vegetation where it causes an unsightly condition or unsafe nuisance. Remove fallen limbs and branches lying on the ground which have a 4 inch diameter or less at the base of the limb. Also, remove fallen trees which have a trunk of 4 inch diameter or less measured 4 ½ feet above the ground. All such material, which is defined as "yard waste"

by the City Solid Waste Division, shall be removed and delivered to the Old Kings Road Landfill at 8540 Old Kings Road.

3) Tire Removal: Remove individual tires and pieces of tires. For transport of 9 waste tires or more, utilize a licensed waste tire transporter or obtain a Waste Tire Transporter License (WTTL) and submit one (1) copy to the CONTRACT MANAGER within thirty (30) days after receipt of the Contract. The WTTL requires an application fee of $100 and the posting of a $25,000 bond. Contact Detective Matsick at 255-7519 and request a registration packet for the WTTL. Remove from the site and dispose at a legal landfill or recycle facility which will accept tires

4) Dead animals: Place each dead animal encountered on the work site into a plastic garbage bag and securely close. Place bag along the adjacent street. Notify the CONTRACT MANAGER of the dead animal's location and he/she will arrange for disposal by the Animal Control and Protective Services Division. The CONTRACTOR will not be responsible for the removal and disposal of dead animals.

D Removal of Large Objects and Illegal Dumping

1) When large items such as abandoned vehicles, large truck tires, large appliances, fallen trees and branches larger than 4 inch diameter at the base, and illegal dumping are encountered, immediately notify the CONTRACT MANAGER so that he/she can arrange for their removal. Illegal dumping is considered a concentration of miscellaneous debris of 1 cubic yard or more in one area and large objects deposited by unknown persons.

2) Remove caked-on dirt and mud from large objects encountered. Work around illegal dumping until they have been removed by the City The CONTRACTOR is not required to remove these items.

E Disposal of Litter and Debris collected during landscape maintenance operations.

1) Collect and deliver all solid waste to Trail Ridge Landfill at 5110 Highway 301 or to the Household Hazardous Waste Facility at 2675 Commonwealth Avenue.

2) Collect and deliver all yard waste (grass clippings, leaves, tree and shrub branches, and other removed vegetation) to the Old Kings Road Landfill at 8540 Old Kings Road.

3) The City will reimburse the CONTRACTOR for the disposal fees charged by a legal disposal facility which accepted the litter/debris generated by the landscape maintenance operations.

4.57 GENERAL WEEDING

A General. During each mowing operation, remove all weeds from paved areas between the road pavement edge and the right-of-way line such as curb and gutters, sidewalks, drainage structures, paved ditch bottoms, including pavement cracks and joints, and areas covered with concrete rip-rap, rock, or gravel within the work limits of each site. Weeds are considered undesirable vegetation, such as annual and perennial weeds, naturally occurring plant seedlings, vines, grasses and groundcovers growing into the adjacent road and the above paved areas. Weeding also includes the removal of vines growing on structures and fences Weeding may be accomplished by hand and by mechanical and chemical means with two exceptions: (1) strings trimmers must be used along fence lines unless the CONTRACT MANAGER has approve the use of herbicide; and (2) naturally occurring plant seedlings, including roots, must be entirely removed by hand or with chemicals.

B When using herbicide, strictly follow label instructions and avoid overspray on existing plants within or outside the work area not designated for removal by the CITY. If the

CONTRACT MANAGER determines that the deterioration of an existing plant is caused by herbicide overspray, the CONTRACTOR shall replace the damaged plant with a new plant of equal value, the value determined by the CONTRACT MANAGER

4.58 MOWING

A. Use a commercial grade, high production mowing equipment to mow all turfgrass areas at each site. Turfgrass areas are defined are vegetated areas regularly mowed. Vegetation in turfgrass may include turfgrass; native grasses; vines; weeds; and small trees and shrubs with stem diameters of up to two (2) inches measured six (6) inches above the ground.

B. The use of herbicides is not allowed to accomplish the mowing operations.

C. Mow turfgrass to the height recommended by the County Agent for the predominate grass species found at each site, typically between 1.5 to 3 inches, but no higher than 4 inches. Adjust minimum height of cut to prevent scalping of turf and injury to root systems.

D. Use only string trimmers and small walk-behind mowers (around 22" wide) in vegetated areas not easily accessible to large mowing machines or where mowing machines may damage existing turf or disturb the ground such as in ditches and in wet detention areas. Use extreme care to avoid damage to the trunks of existing plants to remain.

E. Where fences or walls exist bordering or within the site, mow within six (6) inches of the structure; completing the cut to the edge with a string trimmer.

F. Take extreme care to keep clippings off of adjacent property. Mower discharge shall not face the adjoining property or streets when mower discharge will be deposited outside the mowing limits.

G. Obtain approval from the CONTRACT MANAGER before doing work within a dense area of exiting trees and understory (natural area) within the right-of-way. The CONTRACT MANAGER may modify the mowing area to stop at the tree line of the natural area, instead of the right-of-way line. If the CONTRACT MANAGER determines that a natural area was not included in the original area calculations, then the area calculations will be adjusted accordingly.

4.59 TRIMMING

A. Immediately before or after each mowing, use a string trimmer to trim vegetation around all vertical obstacles or structures within vegetated areas such as buildings, trees, walls, columns, fences and sign posts. Also use string trimmer to mow in areas inaccessible to mowers, such as in wet areas and on steep slopes. Trimmed vegetation shall match the mowing height.

B. When using the string trimmer, be careful not to damage these vertical obstacles, particularly tree trunks and shrubs. Use only string trimmers equipped with adequate safety devices to protect the operator from flying debris. Insure that all trimming operators are safely performing the work.

4.60 EDGING

A. Edge only those sites selected for edging at the frequency specified.

B. For each scheduled edging, use a mechanical blade edger to edge all turf areas adjacent to walkways, curbing, roadways, sidewalks, driveways, parking lots, pavement slabs, multiple plant beds and individual tree beds. Use a string trimmer only in areas inaccessible to a blade edger. After edging, remove edging debris and grass or vine runners which have grown over pavement or into plant beds.

4.61 BED MAINTENANCE

A. Provide bed maintenance as scheduled and at the sites shown. Beds include plant beds, mulch or gravel beds with no shrubs and/or groundcovers, and circular beds around individual trees. Keep beds free of weeds. Weeds are considered vegetation, such as annual and perennial weeds, naturally occurring plant seedlings, vines and turf grass growing into beds not intended for such vegetation. In addition, remove dead plants, litter and debris such as pine cones, aluminum cans, trash, bottles, fallen tree limbs, and excessive buildup of dead leaves where thickness of dead leaves exceeds 4 inches.

B. Weeding in beds may be accomplished by hand and by mechanical and/or chemical means except for plant seedlings; plant seedlings, including roots, must be removed by hand or be killed by chemicals. When using herbicide, strictly follow label instructions and avoid overspray on adjacent plants. If the CONTRACT MANAGER determines that the deterioration of an existing plant is caused by herbicide overspray, the CONTRACTOR shall replace the effected plant with a new plant of equal size at no cost to the City.

C. Pruning

1) Prune trees, palms, shrubs, groundcovers, and ornamental grasses within beds as part of each bed maintenance visit.

2) A horticulturist shall supervise all pruning operations to assure that pruning is in accordance with sound horticultural practice.

3) Prune trees and palms in beds to remove suckers, and to remove low hanging branches, palm fronds and palm fruit stems which may interfere with vehicular or pedestrian circulation adjacent to the beds. When pruning, remove branches with a sharp cut and no tearing of the bark. Remove branches just above the branch collar, do not leave branch stubs. Branch removal is limited to braches with a 2 inch diameter or less measured just above the branch collar.

4) Prune groundcovers and shrubs to remove damaged, broken, dead branches, and branches heavily infected with disease or insects. Also selectively prune back runners of groundcovers and stems of shrubs that have extended beyond the natural mass of the planting or beyond the plant bed line. Prune ornamental shrubs to maintain the current height or to develop a more natural height of the plants as directed by the CONTRACT MANAGER. Prune plants to maintain a neat appearance, to ensure full seasonal flower bloom, to develop a more natural shape, and to direct plant growth into a continuous mass throughout the bed area where they are planted. Do not prune individual plants in mass plantings into formal shapes: i.e., individual round balls of dwarf yaupon.

5) Prune ornamental grasses once per year in February. Prune back each clump of grass to a level about 1 inch above the ground. Ornamental grass clippings may be used as mulch below ornamental grasses and other adjacent plants if cut into lengths of 18" or less. Spread ornamental grass clipping evenly throughout the bed, but no thicker than 3 inches.

6) Prune hedges to develop a uniform height and spread and to allow the individual shrubs to grown into a continuous row of vegetation without gaps.

7) Ornamental Peanut: Mow ornamental peanut groundcover 3 times during the growing season to a height of 5 inches; once during the first 7 days of June, once during mid-July and once during the first 7 days of September.

4.62 CLEANUP AFTER LANDSCAPE MAINTENANCE OPERATIONS (BLOWING)

A. At the end of each maintenance visit, remove grass clippings, leaves and other debris existing at the time of the maintenance visit or generated by the mowing, edging and trimming of

turfgrass and by other landscape maintenance operations which are deposited on existing pavement and structures such as streets, driveways, parking lots, curbs and sidewalks, within or adjacent to the site. Remove debris by sweeping, blowing and/or vacuuming. Schedule mowing operations at each site to insure that cleanup is completed by the end of the day; debris created by the landscape maintenance operations shall not be left on roads and sidewalks overnight.

B. Do not, at any time, blow or sweep grass clippings or other debris into a street, driveway, sidewalk, parking lot, or private property or down storm drains.

C. The cost of cleanup of street rights-of-ways shown in Exhibit B of these Special Conditions, (labeled as "Blowing" in the cost proposal) shall be paid at the unit price established in the Bid Proposal.

D. The City will reimburse the Contractor for the disposal fees charged by a legal disposal facility which accepted the litter/debris generated by the landscape maintenance operations.

4.63 FERTILIZATION

A. Fertilization is an additional service that may be requested by the CONTRACT MANAGER. When requested, fertilize landscaped areas (grassed areas and plant beds) on dates designated by the CONTRACT MANAGER. Use a fertilizer with a 1-0-1 ratio of nitrogen, phosphorus, and potassium with at least 30% of the nitrogen in a slow release form. Micronutrients shall also be included in the formulation. Submit manufacturer's fertilizer label to the Project Manager for approval before purchasing or applying fertilizer.

B. Apply fertilizer only between April 15th and October 1st. If fertilization is requested, it will normally be applied in April or in September.

C. Apply fertilizer at a rate to achieve one (1) pound of nitrogen per 1000 square feet of landscaped area. Apply uniformly to prevent "streaking" or "spotty" turf or plant color. If the CONTRACT MANAGER determines that the fertilized turfgrass areas and plants in plant beds have not achieved a uniform, healthy green color thirty (30) days after application, then the CONTRACTOR shall reapply fertilizer to the unacceptable areas at no additional cost to the City until a uniform green color is achieved.

D. The CONTRACT MANAGER may require the submittal of fertilizer receipts from vendors and/or empty fertilizer bags or require other verification to confirm that the type & proper amount of fertilizer was applied.

E. The cost of fertilization shall be at the unit price established in the Bid Proposal.

4.64 PEST CONTROL (INSECT DISEASE AND WEED CONTROL)

A. Insect, disease and weed control are additional services that may be requested by the CONTRACT MANAGER. When the Project Manager determines that a landscaped area requires chemical treatment for insect, disease and/or weed control, the CONTRACTOR shall recommend the type of chemical treatment. Upon acceptance of the chemical treatment, the CONTRACT MANAGER shall issue to the CONTRACTOR a notice to proceed with the eradication of the particular pest(s) identified.

B. The CONTRACTOR or its subcontractor (whoever applies the chemicals) shall be a licensed Pest Control Operator in the state of Florida and be qualified by the state to apply the chemicals used. Required licenses shall be maintained throughout the duration of the contract. Provide the CONTRACT MANAGER with copies of the required licenses at the Pre-Bid Conference.

C. Apply approved chemicals to eradicate the insects, diseases or weeds requested. If the CONTRACT MANAGER determines that full control is not achieved after the first

application, then the CONTRACTOR shall return and repeat the chemical application until control is achieved at no additional cost to the CITY.

D The cost of insect, disease and weed control shall be at the unit price established in the bid proposal.

4.65 CONTRACTOR DATA ENTRY

The CONTRACTOR will be given access to the Mowing and Landscape Maintenance Division's database to enter the landscape maintenance schedule for the year as soon as the CONTRACT MANAGER approves the maintenance schedule. CONTRACTOR must also enter into the data base, on a daily basis, the date that each type of service at each site was completed the previous day

4.66 APPROVAL OF PAYMENTS

A. No payment made under the Contract is evidence of the satisfactory performance of this Contract, either wholly or in part. No payment shall be construed to be an acceptance of improper or defective work

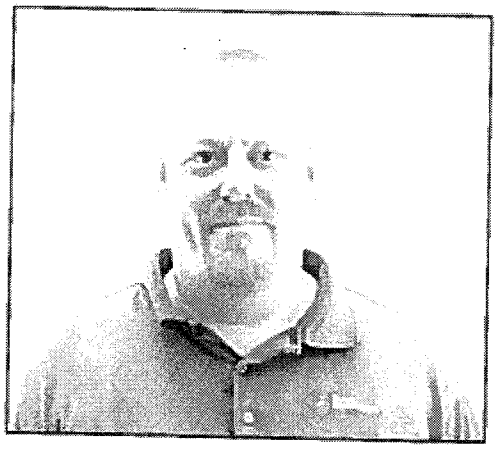
B The CONTRACT MANAGER's approval of any invoice of work performed is a representation, based upon the CONTRACT MANAGER's on-site observations of the Work completed and the CONTRACT MANAGER's review of the CONTRACTOR's Invoice and supporting documentation, that the Work has been completed; and that, to the best of the CONTRACT MANAGER's knowledge, the quality of the completed Work is in accordance with the Contract Documents and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the CONTRACT MANAGER shall not thereby be deemed to have represented that the CONTRACT MANAGER made exhaustive onsite inspections to check the quality or the quantity of the Work.

C The CONTRACT MANAGER may refuse to approve the whole or any part of a payment request (invoice) if the Engineer is unable to determine that the Work has been completed and the CONTRACTOR has fulfilled its obligations under the Contract Documents. The CONTRACT MANAGER may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections, nullify any such payment previously approved, to such extent as may be necessary in the CONTRACT MANAGER's opinion to protect the CITY from loss because: the Work is defective; claims have been filed or there is reasonable evidence indicating the probable filing thereof; the Contract Price has been reduced because of Modifications; the CITY has been required to correct defective Work or complete the Work in accordance with Paragraph 4.19 - *Responsibility for Protection of Property and Damages*; or unsatisfactory prosecution of the Work, including failure to clean up.

6.) PAST PERFORMANCE/REFERENCES/ AWARDS/SAFETY

Employee Appearance & Code of Conduct Program

- ✓ Employees must be clean, neat, and wear a proper uniform bearing Duval Landscape Maintenance
- ✓ Employees must use proper safety equipment: steel-toe boots, safety vests, safety glasses, and ear plugs
- ✓ No alcoholic beverages permitted on the site
- ✓ No employee shall be intoxicated while on site
- ✓ Show respect to all individuals on the site at all times
- ✓ No weapon of any kind is permitted
- ✓ The use of profanity or provocative language is prohibited
- ✓ Contractor shall not allow unauthorized persons on site
- ✓ No radios or loud music on site



6.) PAST PERFORMANCE/REFERENCES/ AWARDS/SAFETY

❖ Cross Training Basics

Cross training allows us to recognize each individual's strong suits. Does someone have a knack for irrigation, detail, mowing, horticulture or landscape installation? With our cross training process we can develop stronger employees who are well rounded, able to step into other roles when needed, but more importantly thrive by doing what they enjoy doing. Each employee is trained in the following areas;

- Landscape Maintenance
- Detail and trimming
- Horticulture, spraying, pest and weed identification
- Irrigation service and repair
- Landscape construction and enhancements

❖ Supervisor and Manager Training

- All supervisors and above must have the following credentials prior to moving into that position.
- Florida certified Best Management Practices (BMP) course completion.
- Annual Florida Department of Consumer Services (DACS) ID applicator spray card and required CEU's and annual training (40 hours).
- Florida Nursery Growers Landscape Association (FNGLA) Certified Horticultural Professional designation. This is a comprehensive knowledge based certificate covering all areas of the landscape industry.

❖ **Once promoted**, they begin our in house training program. Duval Landscape truly believes knowledge is power, and by providing our high level employees with the tools needed they become knowledgeable industry professionals. For example, we have at their disposal;

- Industry professional mentors who on a regular basis offer seminars and training keeping us on the cutting edge of landscape technologies. New products are introduced regularly, and we have become a spring board for our local marketplace. We test, evaluate and recommend many different products annually.
- Trade shows, local and nationally provide our team with access to the best in training from some of the country's finest professionals.
- Required reading. We require our supervisors and managers to read industry publications where in a round table format we discuss how to implement many of the ideas within our work force.
- Videos, training manuals, safety and industry specific "tune up tools" keep them sharp, focused and prepared.
- Weekly training is conducted by our in house safety manager insuring each of our crews operate in a safe, effective and proper manner.

6.) PAST PERFORMANCE/REFERENCES/ AWARDS/SAFETY

Advanced Employee Training

Advanced crew member training modules cover more advanced training for the team members that show the desire to become lead men. The modules are very similar in nature, with each focusing on safety and overall uniform quality, but the processes are more advanced. The trainers go into detail as to;

❖ **Crew Member 1 – Mower Operations**

- Why is it vital to use sharp mower blades, the results and injury when using dull or damaged blades.
- Cross cutting and mower path changes to reduce tire depressions and create a more healthy turf grass.
- Choosing the correct mower for the application. One size does not fit all.
- Material discharge. Issues with lakes and streams. Reducing Nitrogen and Phosphorus by eliminating waste being blown into water bodies.
- Striping. How to create mow patterns that are visually appealing.
- Mower maintenance and light repair. Proper deck adjustment, cutting heights and anti scalping methods.

❖ **Crew Member 2 - Trimming and Pruning Operations**

- Guidelines for trimming woody ornamentals. Proper timing, pruning for form and function, pruning to reduce size, rejuvenating plants through heavy cut backs.
- Ornamental grass pruning.
- Small tree pruning for safety, visual appeal and overall tree health.
- Hand pruning of suckers, random shoots and dead branches.
- Disease removal, tool cleaning so as not to transport disease.
- Pruning for spring flowering ornamentals such as Azalea and Camellia.
- Palm pruning basics and safety.

Advanced Employee Training – Horticultural Basics

Knowledge of horticultural basics by the crew member enhances the overall quality of the project by providing several and in some cases many sets of additional eyes. If a potential lead man has the drive and desire we will provide them with advanced horticultural training. By understanding what a healthy plant, turf grass or tree should look like, we can train them to spot something "out of the ordinary". The process begins with an overall site visit to one of the properties the employee is working on. With the trainer in tow, they will walk the project looking for out of the ordinary items. This could be;

- Dryness or possibly Chinch bugs – we show them how to determine the difference in real time, in a real world situation.
- Insect activity on woody ornamentals. Are there parasitic wasps present? Is there honeydew or sooty mold present that would indicate the presence of Aphids, Thrips, or Mealy bugs?
- What about heavy aviary feeding? Are these areas with birds walking and feeding? This may indicate Sod Webworms or Armyworms.
- Plant diseases or nutritional deficiencies are a bit trickier. Again we are looking for the out of the ordinary. We are not necessarily looking for a diagnosis, but for a crew member to be able to spot the issue and the follow the proper prodigal…..reporting.
- Also provided are small flip books with pictures of the plants, trees and palms with the issues present. This reinforces the educational process.

6.) PAST PERFORMANCE/REFERENCES/ AWARDS/SAFETY

Company Training Process.

Below is an overview of the lengths we take to insure our workforce is fully trained and on the cutting edge of landscape technologies. All employees are fully trained prior to setting foot on a clients site. We don't rely on a resume, we rely on experience that can be validated and documented.

❖ **Base Level Employee Training Crew Member 1**

- Objective is to provide each new crew member with the base foundation of landscape maintenance principles and practices. Each new employee will be provided this base training prior to advancing to Crew Member 2 advanced training. Crew Member 1 training covers topics including;
  - Personal protection equipment required when using motorized landscape maintenance equipment
  - Safe operation of each varied piece of equipment – entry level
  - Proper maintenance and upkeep of motorized landscape maintenance equipment
  - Pedestrian and public safety processes
  - Equipment storage and secured transportation
  - Fueling guidelines; proper fuel mixing and refueling safety

  Once this training session is completed, the employee is placed on a working crew. Regardless of experience level he or she will undertake the Crew Member 2 training modules. Each module has a specific set of objectives and goals. Most are geared towards safety and uniform quality.

❖ **Base Level Employee Training Crew Member 2**

- After the initial training is completed, each employee will be scored based on three criteria.
  1. Initial knowledge
  2. Pace of work
  3. Quality and understanding of function to be completed
- When scoring is complete, the employee receives a report card outlining areas that need to be improved upon. These improvements will require additional crew member 2 topics. Prior to an employee being placed on a "B" level of higher site, all modules must be completed satisfactorily. The modules for crew member 2 include;
  1. Proper edge lines along hardscape and soft scape
  2. String trimming around live obstacles
  3. Shrub trimming basics
  4. Hand pruning basics
  5. Push mower operation
  6. Use of power blowers

6.) PAST PERFORMANCE/REFERENCES/ AWARDS/SAFETY

Safety Responsibilities

❖Senior Managers / Managers

- Ensure that safety is adequately budgeted for the department, job, etc.
- Communicate safe work practices regularly within the department.
- Attend departmental and company-wide safety meetings.
- Formally recognize outstanding safety performance by any/all personnel.
- Assist the Supervisor/Superintendent or any other personnel with the safety process as needed or as requested. This can include formal worksite periodic inspections.
- Uphold and enforce all known safe work practices.

❖Supervisors / Superintendents

- Ensure new-hire orientation is given to new employees, or is followed up at the work level
- Ensure employees are given training that includes safe work practices on equipment, tools, machines, processes, etc.
- Personally conduct--or designate a qualified personnel to conduct-- regular inspections of the workplace
- Conduct frequent (daily) work discussions prior to the start of work that include safe work practices
- Uphold and enforce safe work practices. This includes influencing safe behavior by positive reinforcement such as recognition of worker's safe work performance, and/or monetary or gift awards for safe behavior. Enforcement action can also influence safe behavior when applied towards workers who blatantly perform unsafe acts, or who continually perform in an unsafe manner
- Investigate all incidents and take immediate corrective action to prevent re-occurrence
- Provide safety meetings on a regular basis and require attendance of all workers

6.) PAST PERFORMANCE/REFERENCES/ AWARDS/SAFETY

Safety as a whole is one of our primary operational focuses. We combat work related injuries and damage to clients properties through the implementation of these safety policies.

❖ **Maintenance Operations;**

- All employees are clothes in ANSI II compliant uniforms. This provides high visibility for our work force, and security for your residents.
- At any time a pedestrian or cyclist is within 200 ft. of a maintenance worker, he or she is to turn off mower blades or stop string trimming or edging operations until the pedestrian or cyclist passes.
- All mowers have flash beacons mounted to the roll over protection apparatus.
- Worker ahead signage will be placed at each street entry where employees are performing mowing operations.
- Small walk behind mowers have discharge guards in place and mulching blades installed which eliminate grass and debris discharge. These guards reduce vehicle damage as well as damage to property by eliminating thrown debris.
- Large area mowers are rear discharge. Rear discharge eliminates thrown debris.
- All string trimmer and edger guards are in place maintaining OSHA safe guarding requirements.
- Employees are all required to follow all OSHA guidelines regarding personal protections equipment. Eye protection, ear protection, gloves and machine guarding are all in place as required by law.

❖ **Chemical Applications;**

- Prior to the start of a chemical spray cycle, the site manager will be notified 1 week in advance. We will post to local bulletin boards our spray schedule as well.
- Daily applications or spot treatments will be done as needed, and the areas posted as required under FL 827.1 rule.

6.) PAST PERFORMANCE/REFERENCES/ AWARDS/SAFETY

Awards

NATIONAL LANDSCAPE AWARDS OF EXCELLENCE

- GRAND AWARD- Flagler Center
- GRAND AWARD- Flagler Center
- MERIT AWARD- Campfield Condominium Association
- MERIT AWARD- Summer House in Old Ponte Vedra
- MERIT AWARD- Deerwood Park South

NATIONAL ASSOCIATION OF LANDSCAPE PROFESSIONALS

2017 GRAND AWARD WINNER
for
Blue Cross Blue Shield of Florida
Deerwood Park Campus
Duval Landscape Maintenance LLC

PLANET Award Winner
Safety Recognition
2014

6.) PAST PERFORMANCE/REFERENCES/ AWARDS/SAFETY

Duval County Road side Mowing/Liter Removal $1.1 M Contract

Jacob Wierz – 904-303-2986

Road Way Mowing Service Contract – Pick up of liter and debris, large mowing, slope mowing, ditches, road ways.

Flagler Development $650K Contract

12735 Gran Bay Pkwy Jacksonville, FL 32258

Todd Lawn – 904-612-1125

Full landscape service contract – mowing, fertilization, pest control, trimming, mulch, palm trimming, irrigation, and enhancement services

Flagler Center Owners Association $600K Contract

Gran Bay Parkway Jacksonville, FL 32258

rian Baker – 904-686-4844

Full landscape service contract – mowing, fertilization, pest control, trimming, mulch, palm trimming, irrigation, and enhancement services

Jullington Creek CDD $215K Contract

350 Plantation Club Pkwy

St. Johns, FL 32259

Jeff Branch – 904-438-2553

Full landscape service contract – mowing, fertilization, pest control, trimming, mulch, palm trimming, irrigation, and enhancement services

Island Walk HOA – #1865 Home Community

6155 Town Center Circle

Naples, FL 34119

Beth Kirby – VP Board

39-821-5885

All landscape services, including mowing, fertilization, trimming, mulch, palm trimming, irrigation.

Acres Managed 253 ac

EQUAL BUSINESS OPPORTUNITY PROGRAM PARTICIPATION PERCENTAGE PLAN FOR JACKSONVILLE SMALL AND EMERGING BUSINESSES

A. POLICY

Pursuant to Part 6 of Chapter 126, Jacksonville Ordinance Code, the City of Jacksonville encourages the utilization and participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regard to enhancing participation of JSEBs in all areas of procurement.

Please be advised that, in order to be counted toward meeting the participation percentage goal defined herein, all JSEBs shall be certified by the City in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code, AT THE TIME OF BID OPENING.

In the event bidders/proposers are unable to obtain bids from JSEB subcontractors that equal or exceed the percentage established in the participation goals, shall at minimum, submit, at the time of bid opening a Notice of Intent to Submit the Good Faith Effort Form (Form 4). This is outlined in the Good Faith Effort category in Section J.

B. JSEB OBLIGATION

Bidders/proposers are required to make all efforts reasonably possible to ensure that JSEBs have a full and fair opportunity to compete for performance on this project. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

C. ELIGIBILITY

1. To be considered eligible for contract award, the Contractor shall include with the bid/proposal an original Form 1(Schedule of Subcontractor/Subconsultant Participation), showing:

   a. Total percentage of JSEB work or procurement that the Prime Contractor intends to award;

   b. The identification of the JSEB as being a subcontractor, service organization, manufacturer, or supplier;

2. In addition, each certified JSEB must submit to the prime contractor a Letter of Intent (see **Section 3 of specification documents**) to perform a specific task related to the project for which he or she is licensed to perform and has been certified by the City in that category. The Letter of Intent must include the JSEB subcontractor's name, the scope of work to be performed, and the dollar value of the work to be performed by the JSEB (the information contained in the Letters of Intent must reflect the information contained in the bidder's Schedule of Subcontractor/Subconsultant Participation). **Copies (or faxes) of the original Letters of Intent signed by the JSEB subcontractors or suppliers may be submitted at the time of the scheduled bid opening but must be submitted within 48 hours after the scheduled bid opening to the Chief of Procurement,214 N Hogan Street, Suite 800 Jacksonville, FL 32202..** Failure to submit the Letter(s) of Intent within 48 hours after the scheduled bid opening may result in the bid in question being rejected as non-responsive.

a. All JSEBs must be subcontracted in the area that they are licensed and certified, in accordance with the requirements of Part 6. Chapter 126, Jacksonville Ordinance Code.

D. COMPLIANCE

All bidders, proposers or subcontractors participating in this project are hereby notified that failure to fully comply with the City's JSEB policy as set forth herein shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Owner. Such penalties as outlined in Section 126.201, Jacksonville Ordinance Code, **will apply.**

E. PARTICIPATION GOALS

The following goals apply to this contract and submissions of a bid by a prospective contractor shall constitute full acceptance of all conditions outlined in the bid documents, Chapter 126, Jacksonville Ordinance Code, and the prospective contractor's bid proposal.

The attainment of JSEB participation goals established for this contract will be: (i) based upon JSEBs certified by the City AT THE TIME OF BID OPENING in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code; and (ii) measured as a percentage of the total dollar value of the contract or, in the case of alternates, the percentage is calculated on the base bid for the purpose of the award; however, the contractor is expected to make every attempt to meet or exceed the stated goals when the alternates are awarded. The goal established for this contract is:

25 PERCENT TO BE PERFORMED BY CITY CERTIFIED JSEBs AT THE TIME OF BID OPENING (ANY COMBINATION)

F. CONTRACT AWARD

The City proposes to award the contract to the responsive, responsible bidder submitting a reasonable bid, provided: (i) the bidder has met the goals for JSEB participation; or (ii) if unable to meet the goals, the bidder has timely submitted an acceptable Good Faith Effort Statement and supporting documentation that demonstrates, pursuant to Part 6 of Chapter 126, Jacksonville. Ordinance Code, a sufficient attempt to meet the JSEB participation goals as established herein. Bidders are advised that the City has sole discretion and authority to determine if any bidder has made a "Good Faith Effort." The City reserves the right to reject any or all bids submitted. The City will have discretion to reject any bid or exclude a prospective bidder from submitting a bid who has been non-responsive to JSEB program requirements without satisfactory justification accepted by the Chief of Procurement. Rejections hereunder may be timely protested pursuant to the city's Procurement Protest Procedures, a copy of which is included as part of these bid documents.

G. SUBCONTRACT CLAUSE

1. All bidders hereby agree to incorporate the JSEB participation, policy, goals, conditions and instructions in all agreements that offer JSEB participation subcontracting opportunities.

2. If a change order presents further subcontracting opportunity beyond current subcontracting, the prime contractor shall make positive efforts to further include JSEB participation.

3. The JSEB prime contractor shall perform at least 25% of the total amount of the work to be performed under this Contract with its own workforce. Subletting of any Work under this Contract shall not relieve the JSEB prime contractor of its full responsibility for the proper and timely performance and for its selection of Subcontractor (s).

H. POST AWARD REQUIREMENTS

After the award of the contract, failure on the part of the successful contractor to subcontract with JSEBs at a percentage level equal to or higher than stated on Form 1, may put the contractor in violation and is subject to penalties outlined in Chapter 126, Jacksonville Ordinance Code.

I. PAYMENT OF SUBCONTRACTORS

Prime contractors shall certify in writing that ALL subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) as a condition precedent to prior to receipt of any further progress payments. Prime contractors shall be obligated to pay subcontractors within 3 days of receipt from the City of funds, and must confirm payment to the City. Prime contractor shall have a continuing obligation to pay all subcontractors and suppliers equal to the amount of work and materials furnished on this project at the direction of the prime contractor and for which amount prime contractor includes in its request or application for payment that it submits to the city in order to induce payment for the same; otherwise, within 10 business days after receiving written notice from the city, prime contractor shall return to the city any and all amounts it has been paid by the city that prime contractor failed to pay its subcontractors or suppliers in contradiction to information contained in a corresponding request or application for payment submitted by prime contractor. Additionally, failure to comply with the requirements of this section may result in penalties imposed upon prime contractor, including without limitation those outlined in Chapter 126, Jacksonville Ordinance Code.

J. GOOD FAITH EFFORTS

Bidders who are unable to meet the stated JSEB participation goals set forth herein are required to submit to the Chief of Procurement Division: (i) a Notice of Intent to Submit a Good Faith Effort Statement at **the time of bid opening**; and (ii) a completed Good Faith Effort Form (Form 4) and all supporting documentation **within 48 hours after the scheduled bid opening**, that demonstrate all of the bidder's efforts in the solicitation of subcontractors to meet the JSEB participation goals on this project, which will be evaluated in accordance with the factors outlined in Part 6 of Chapter 126, Jacksonville Ordinance Code, including without limitation §§ 126.613 and 126.614.

Failure to submit the Good Faith Effort Statement and supporting documentation within 48 hours after the scheduled bid opening: (i) shall constitute a waiver of any right to have the same considered; and (ii) may result in the bid in question being rejected as non-responsive.

NOTE: The City will investigate and verify information submitted in determining Good Faith Effort, and, among other factors, will compare the same with the performance of other bidders in their attempt to meet the participation goals defined herein.

K. EXCLUSIONARY AGREEMENTS

Agreements between any bidder/proposer and a JSEB in which the JSEB promises not to provide subcontracting quotations to other bidders are prohibited, and may result in both the bidder/proposer and the JSEB being subject to the penalties outlined in Chapter 126, Jacksonville Ordinance Code.

L. JOINT VENTURE SUBMITTAL

For Capital Improvement, contractors submitting as Joint Venture must be certified as a joint venture at the time of bid opening. Information concerning submitting a bid as a Joint Venture may be obtained from the Procurement Division, 117 West Duval Street, Suite 335, Jacksonville, FL 32202,

(904)630-1184. Failure to meet the deadline for certification as a Joint Venture may deem a proposal non-responsive.

M. SUBSTITUTIONS

1. The contractor cannot make changes to the Schedule of Participation or substitute subcontractors named in the Schedule of Participation without the prior written approval of the JSEB Administrator upon recommendation of the Ombudsman. Unauthorized changes or substitutions shall be a violation of this chapter, and may constitute grounds for rejection of the bid or proposal or cause termination of the executed contract for breach, the withholding of payment and/or subject the contractor to contract penalties or other sanctions.
2. All requests for changes or substitutions of the subcontractors named in the Schedule of Participation shall be made to the Ombudsman with a copy to the JBA Administrator in writing, and shall clearly and fully set forth the basis for the request. A contractor shall not substitute a subcontractor or perform the work designated for a subcontractor with its own forces unless and until the Administrator approves such substitution in writing. A contractor shall not allow a substituted subcontractor to begin work until both the JBA Administrator and the City's project manager have approved the substitution.
3. The facts supporting the request must not have been known nor reasonably should have been known by either party prior to the submission of the Schedule of Participation. Bid shopping is prohibited. The contractor must bring this dispute to the Ombudsman for resolution.
4. The Administrator's final decision whether to permit or deny the proposed substitution, and the basis therefore, will be communicated to the parties in writing by the Administrator, with a copy to the CAO.
5. If the City requires the substitution of a subcontractor listed in the Schedule of Participation, the contractor shall undertake Good Faith Efforts to fulfill the Schedule of Participation if the Project Specific Goals would not otherwise be met. If the Goal(s) cannot be reached and Good Faith Efforts have been made, the contractor may substitute with non-JSEBs.
6. If a Contractor plans to hire a subcontractor on any scope of work that was not previously disclosed in the Schedule of Participation, the contractor shall obtain the approval of the JBA Administrator to modify the Schedule of Participation and must make Good Faith Efforts to ensure that JSEBs have a fair opportunity to bid on the new scope of work.
7. Changes to the scopes of work shall be documented by the User Department at the time they arise, to establish the reasons for the change and the effect on achievement of the Project Specific Goal(s).

N. JSEB MONTHLY REPORT

A completed JSEB Monthly Report (See Form 3) will be included with each pay request. Prime Contractor is required to maintain records of the JSEB Monthly Reports for three (3) years.

O. CALCULATION OF JSEB PARTICIPATION

1. Credits toward the JSEB goal will be based on the percentage of work actually performed by JSEBs.

2. If a certified JSEB bidder bids as a prime contractor, it will meet the established goal by virtue of being a certified JSEB; nevertheless, JSEBs who bid as prime contractors are encouraged to make every attempt to subcontract with other JSEBs.

3. Subject to the requirements of Part 6 of Chapter 126, Jacksonville Ordinance Code, credit towards the JSEB goal allowed for a joint venture involving a JSEB will be equal to the same percentage as the percentage of ownership and control of the JSEB participants in the joint venture. The eligibility of a JSEB joint venture will be determined on a project-by project basis.

A joint venture must be certified as a JSEB joint venture at the time of bid opening in order for the participation of the JSEB partner to be counted towards the JSEB goal requirement. The JSEB partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture must be at least twenty-five percent (25%) and the JSEB partner must be responsible for a clearly defined portion of the work to be performed.

4. The EBO office will accept participation from certified JSEB companies that are certified at the time of bid opening, and that are immediately subordinate to subcontractors and sub-consultants, toward meeting percentage goals.

5. The EBO office will accept 100% of purchase price for materials from JSEB suppliers towards meeting JSEB percentage goals.

P. PENALTIES

Severe penalties, including without limitation those outlines in Chapter 126, Jacksonville Ordinance Code, may apply to non-compliance with the Equal Business Opportunity Program and other violations of applicable federal, state and local laws statutes, ordinances, rules and regulations.

JSEB FORM 1

SCHEDULE OF JSEB SUBCONTRACTOR/SUBCONSULTANT

NAME OF BIDDER Duval Landscape Maintenance L.L.C.

PROJECT TITLE Landscape Maintenance Services for City Road Rights-of-Way North Service Area

BID NUMBER ECS-0141-18

TOTAL BASE BID AMOUNT $2,359,400.72

***Please list all JSEBs**

NAME OF SUB FIRM	ADDRESS OF FIRM	TYPE OF SUB (if certified)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE
KC Maintenance and Lawn Care	777 Cathy Tripp Lane, Jacksonville, Fl 32220	JSEB	Landscape Maintenance	$589,850.18

The undersigned acknowledges and agrees that, if any of the above listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2004-602, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and belief.

Signature [signature] Signature of Prime Contractor

Title President

Date 5/30/18

Print Name Rob Bullock

Attach additional list of subcontractors/sub-consultants as needed

CITY OF JACKSONVILLE SMALL & EMERGING BUSINESSES PROGRAM
FINANCE & ADMINISTRATION DEPARTMENT
CONSULTANT AND CONTRACTOR'S MONTHLY REPORT

PRIME CONTRACTOR NAME _____ PROJECT TITLE _____

PROFESSIONAL SERVICES NO. _____ - OR - CITY BID NO _____

CURRENT CONTRACT TOTAL AMOUNT $ _____ CITY CONTRACT NO. _____

INVOICE INFORMATION

INVOICE NO.: _____ CURRENT INVOICE $: _____

FOR PERIOD ENDING DATE: _____ CUMULATIVE INVOICED $ _____

CONTRACT % COMPLETE _____

CONTRACT GOAL TRACKING

JSBE/MBE GOAL $: _____ JSEB/MBE GOAL % :

PRIOR MONTH
CUMULATIVE JSEB/MBE $: _____

PRIOR MONTH
CUMULATIVE NON-JSEB/MBE $: _____

FORMULA FOR CUMULATIVE MONTH %:
CUMULATIVE $ / CUMULATIVE $ INVOICED

CUMULATIVE JSEB/MBE $. _____ CUMULATIVE JSEB/MBE % _____

CUMULATIVE NON-JSEB $. _____ CUMULATIVE NON-JSEB % _____

JSEB/MBE SUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	SDBE TYPE [1]	TYPE OF WORK [2]	$ THIS PAYMENT
Use Sheet 2 if additional lines are needed				TOTAL	

NON-JSEB SUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE		TYPE OF WORK	$ THIS PAYMENT
Use Sheet 3 if additional lines are needed				TOTAL	

MBE (Minority Business Enterprise)/JSEB (Jacksonville Small Emerging Business) TYPES: AA: African- American, WBE: Woman, HA: Hispanic American, AS Asian-American; NA Native-American; JSBE: Jacksonville Small Emerging Business TYPE OF WORK Examples Catering, Clerical, Consulting, Engineering, Hauling, Janitorial, Masonry, Site Clearing, Technical Support

FOR CITY OF JACKSONVILLE USE ONLY

DATE PROCESSED	DOCUMENT NO.	INDEX CODE - SUBOBJECT - PROJECT NO. - DETAIL	$ THIS PAYMENT

Notes

1. THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT.
2. Contractor shall attach to the form a typewritten explanation of any differences in JSEB/VBE participation from original contract commitment.

FORM 3

4/24/2018

JSEB FORM 2

LETTER OF INTENT

TO PERFORM AS A SUPPLIER/CONSULTANT/SUBCONTRACTOR and to be utilized by JSEBs only

KC Maintenance and Lawn Care

(Name of JSEB Supplier/Consultant/Subcontractor)

NAME OF PROJECT Landscape Maintenance Services for City ~~Roadways~~ Rights-of-Way North Service area

BID NO ECS-0141-18

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work stated below. I further understand that this price is subject to increase or decrease due to the City of Jacksonville bid requirements. All work must meet the City of Jacksonville bid specifications.

*Scope of Work	*Total Price of work to be performed or materials to be supplied including Sales Tax
Landscape Maintenance	$589,850.18

Signature of JSEB Supplier/Consultant/Subcontractor

Owner

Title

5-24-18

Date

*Scope of Work and Price are covered under Base Bid only.

Total price must be filled in on this form in order for participation to be considered valid. This form must be used for Letter of Intent.

JSEB Form 4
JSEB GOOD FAITH EFFORT DOCUMENTATION

The intent of this form is to document the good faith effort attempts made by the apparent low bidder in soliciting JSEB firms to meet the JSEB project goal. Please note that the project goal will not be waived and the contractor must make efforts to achieve the goal throughout the life of the contract.

Every work type where there is a certified JSEB, the apparent low bidder must submit the form as follows:
1 available JSEB – must contact 1 JSEB
2-5 available JSEB – must contact 3 JSEBs minimum
6-7 available JSEBs – must contact 4 JSEBs minimum
8-9 available JSEBs – must contact 5 JSEBs minimum
10 or more available JSEBs – must contact 6 JSEBs minimum

All information submitted on this form is subject to audit by the JSEB Office

Date Submitted: 5/30/18 Bid Number: ECS-0141-18 Agency: ——

Contractor Name: Dual Landscape Maintenance LLC Company Address: 7011 Business Park Blvd N

City Jacksonville State: Florida Zip code: 32256 Phone: (904)-900-1127

Goal Percentage: 25% Commitment Percentage: 25% Unattained Percentage: ____

I certify that the information contained in this good faith effort documentation form is true and correct to the best of my knowledge. I further understand that any willful falsification, fraudulent statement or misrepresentation will result in appropriate sanctions which may involve debarment and/or prosecution under applicable State and Federal laws.

Bidder/Authorized Representative Signature: [signature]

Representative Title: President Date: 5/30/18

Witness: Daniel Ware Date: 5/30/18
DWare

JSEB GOOD FAITH EFFORT DOCUMENTATION

JSEB Form 4 (Cont.)

Work Type Number	Description of Work, Service or	JSEB Firm Name		
988-36	Landscape Maintenance	KC Maintenance and Lawn Care		
Contact Name (First and Last)	**Contact Date**	**Contact Method**	**Contact Results**	**Bid Amount**
1. Kevin Coleman	5/24/18	Phone	Interview + Partner	589,850.18
2.				
3.				

Comments:

Work Type Number	Description of Work, Service or Material	JSEB Firm Name		
Contact Name (First and Last)	**Contact Date**	**Contact Method**	**Contact Results**	**Bid Amount**
1.				
2.				
3.				

Comments:

Work Type Number	Description of Work, Service or	JSEB Firm Name		
Contact Name (First and Last)	**Contact Date**	**Contact Method**	**Contact Results**	**Bid Amount**
1.				
2.				
3.				

Comments:

GOOD FAITH EFFORT DOCUMENTATION

JSEB Form 4 (Cont.)

GOOD FAITH EFFORTS

Proposers who fail to meet the stated JSEB participation goals set forth in Section "J" are required to submit with their proposal all efforts that would demonstrate a "Good Faith Effort" in the solicitation of subcontractors to meet the JSEB participation goals on this project.

The following categories, without limitations, may be utilized in considering Good Faith Efforts as outlined in Chapter 126, Jacksonville Ordinance code:

(1) A contact log showing the name, address, and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, person making the effort;

(2) The description of work for which a quote was requested;

(3) The amount of the quote given, if one was obtained;

(4) The list of divisions of work not subcontracted and an explanation why not; and

(5) Subcontractor information as requested by forms developed by the Department.

NOTE: The City will investigate and verify information submitted in determining Good Faith Effort, and will compare the same with the performance of other proposers' attempts to meet the participation goals defined herein.

SOLICITATION EFFORTS - should include your efforts to solicit quotes, through all reasonable and available means, the interest of all certified firms who have the capability to perform the work of the contract. The bidder should ensure that the requests are made within sufficient time to allow JSEB firms to respond. The contractor should take the initiative to contact firms which have indicated an interest in participating as a subcontractor/supplier.

ADDITIONAL EFFORTS - Utilizing the services offered by the City of Jacksonville Small and Emerging Business Office for assistance with recruitment efforts. Contractors are encouraged to undertake and document any other efforts taken in their attempt to fulfill the project goal.

FORM 3

INSURANCE AGENT ACKNOWLEDGMENT

Bidder must have their insurance agent execute the below statement. Failure to execute this statement may result in rejection of this bid proposal.

As insurance agent for **Lassiter Ware, Inc.**

I have read the Indemnification and Insurance Requirements relating to the above referenced bid and do certify that I can provide evidence of all required coverages, limits and additional provisions as stated in those documents.

	Lassiter Ware, Inc.
Agent's Signature	Insurance Company Name
Rob Bramlett	**W250673**
Agent's Name (Type or Print)	Agent's License Number (Type or Print)

ATTACHMENT E
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Duval Landscape Maintenance, LLC as Principal and
Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto the City of Jacksonville, Florida, in the sum of
Five Percent of the Amount Bid dollars
($ 5%) as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The Conditions of the above obligation are such that whereas the Principal has submitted to the City of Jacksonville, Florida, a certain Proposal attached hereto and hereby made part hereof, to enter into a Contract Agreement in writing for landscape maintenance services of
Bid No. ECS-0141-18, Landscape Maintenance Services for City Rights-of-Way North Service Area

NOW THEREFORE,

(a) If said Proposal shall be rejected or withdrawn as provided in the Instructions to Bidders attached hereto or in the alternative,

(b) If said Proposal shall be accepted and the Principal shall sign and deliver a formal contract document in the form of the Contract Agreement attached hereto (properly completed in accordance with said Proposal) and shall furnish the specified Bonds required by Section 12 of the Contract Documents in the amount equal to one hundred percent (100%) of the base bid within ten (10) consecutive days after the receipt of said contract,

then this obligation shall be void, otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which such Proposal may be accepted, and said Surety does hereby waive notice of any such extension.

The sum herein stated shall be deemed payable to the City of Jacksonville, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Jacksonville, Florida, in good and lawful money of United States of America as liquidated damages for failure thereof of said Principal.

Bid # ECS 0141-18

IN WITNESS WHEREOF, the said Duval Landscape Maintenance, LLC as "Principal" herein, has caused these presents to be signed in its name by Rob Bullock its President, and attested by its under its corporate seal, and the said Travelers Casualty and Surety Company of America as Surety herein, has caused these presents to be signed in its name by its Attorney-in-Fact and attested by its Witnesses under its corporate seal, this 6th day of June A.D., 2018

Duval Landscape Maintenance, LLC

By Rob Bullock (SEAL)

AS PRINCIPAL

JOYCE L PARSONS
MY COMMISSION # FF982835
EXPIRES April 17, 2020
(407) 398-0153 FloridaNotaryService.com

ATTEST:

Rob Bullock

Its President

Its Joyce Parsons

DUVAL LANDSCAPE MAINTENANCE LLC
LIMITED LIABILITY
SEAL
2008
FLORIDA
COMPANY

Signed, Sealed and Delivered in the presence of

Jessica Reno, Witness to Surety

Trenton Saunders, Witness to Surety

Travelers Casualty and Surety Company of America

By

AS SURETY

Kevin Wojtowicz, Attorney-in-Fact and FL Licensed Resident Agent

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kevin Wojtowicz** of **SAINT PETERSBURG Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017**.

State of Connecticut

City of Hartford ss

By _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **5th** day of **June**, **2018**

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Bid # ECS-0141-18

ATTACHMENT E
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal and _____ as Surety, are hereby held and firmly bound unto the City of Jacksonville, Florida, in the sum of _____ dollars ($ _____ as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The Conditions of the above obligation are such that whereas the Principal has submitted to the City of Jacksonville, Florida, a certain Proposal attached hereto and hereby made part hereof, to enter into a Contract Agreement in writing, for landscape maintenance services of _____

NOW THEREFORE,

(a) If said Proposal shall be rejected or withdrawn as provided in the Instructions to Bidders attached hereto or, in the alternative,

(b) If said Proposal shall be accepted and the Principal shall sign and deliver a formal contract document in the form of the Contract Agreement attached hereto (properly completed in accordance with said Proposal) and shall furnish the specified Bonds required by Section 12 of the Contract Documents in the amount equal to one hundred percent (100%) of the base bid within ten (10) consecutive days after the receipt of said contract,

thence this obligation shall be void, otherwise, it shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which such Proposal may be accepted, and said Surety does hereby waive notice of any such extension.

The sum herein stated shall be due and payable to the City of Jacksonville, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Jacksonville, Florida in good and lawful money of United States of America as liquidated damages for failure thereof of said "Principal"

Bid # ECS-0141-18

IN WITNESS WHEREOF, the said _____, as "Principal" herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, this _____ day of _____ A.D., 20__.

By _____ (SEAL)

AS PRINCIPAL

ATTEST:

_____

Its _____

Its _____

Signed, Sealed and Delivered

in the presence of:

By _____

AS SURETY

_____

_____

ATTACHMENT F
PEFORMANCE AND PAYMENT BOND

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CONTRACT NUMBER _
(Contract Number to be inserted by the City of Jacksonville)

PERFORMANCE BOND
REQUIRED
BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: _

Principal Business Address: _____

Telephone: (

As to the Surety:

Name:

Principal Business Address

Telephone: (__) _____

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, Jacksonville, Florida 32202

Telephone: (904) 255-8763

Description of project including address and description of improvements or services:

KNOW ALL MEN BY THESE PRESENTS, That _____, as Principal, (hereinafter called "Contractor"), and _____, a corporation organized and existing under the laws of the State of_____, and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter called "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter called "City"), in the sum of _____ lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number_____ _____(*to be inserted by the City*) (the "Contract"), dated as of the _____ day of _____ 20____ for _____, under Bid numbered _____, of Specifications entitled _____ for the City of Jacksonville, Florida, in strict accordance with plans and specifications prepared by _____, bid numbered _____, bid date _____ and any advertisement for bids for said work and the drawings, plans and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall: (1) promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond, by reference, in strict compliance with the Contract requirements; and (2) perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and (3) pay the City all losses, delay and disruption damages and all other damages, expenses, costs, statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by Contractor under the Contract; then this Bond shall be void; otherwise it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the City, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

PROVIDED further, that whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

(1) Within a reasonable time, but in no event later than thirty (30) days, from the City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages and all other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or

(2) (A) Within a reasonable time, but in no event longer than sixty (60) days of the City's written notice of termination for default, award a contract to a completion contractor and issue notice to proceed. Surety shall obtain

a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, the City may elect, to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price", as used in this Bond, shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor. (C) Either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees , including appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

(3) Within a reasonable time, but in no event later than thirty (30) days from City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the City and tender payment to the City of any amount necessary in order for the City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the City harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay the City for all losses, delay and disruption damages and other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default of the Contractor under the Contract.

PROVIDED further, the Surety shall indemnify and save the City harmless from any and all claims and damages, arising from the Contractor's default under the Contract including, but not limited to, contractual damages, expenses, costs, injury, negligent default, or intentional default, patent infringement and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final completion under the Contract.

PROVIDED further, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the City, Surety shall be responsible for securing and protecting the work site including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED further, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

(Remainder of page intentionally left blank. Signature page immediately follows.)

SIGNED AND SEALED this _____ day of _____, 20____

ATTEST:

Signature

Type/Print Name

Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

_____

Its

AS SURETY

INSERT NAME OF CONTRACTOR

Signature

Type/Print Name

Title

By

Name of Agent

Address

Form Approved

_____
Office of General Counsel

Note. Date of Bond Must Not Be Prior to Date of Contract

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CONTRACT NUMBER
(Contract Number to be inserted by the City of Jacksonville)

PAYMENT BOND
REQUIRED
BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name

Principal Business Address:

Telephone: (

As to the Surety:

Name:

Principal Business Address:

Telephone: ( )

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, Jacksonville, Florida 32202

Telephone: (904) 255-8763

Description of project including address and description of improvements or services:

CITY OF JACKSONVILLE, FLORIDA

PAYMENT BOND REQUIRED
BY
SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that _____ hereinafter called "Principal", and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to conduct and carry on a general surety business in the State of Florida, hereinafter called "Surety", are each held and firmly bound unto the City of Jacksonville, a municipal corporation, of Jacksonville, Duval County, Florida, hereinafter called "City" or "Owner", in the penal sum of _____, in lawful money of the United States of America, for the payment whereof Principal and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number _____ *(to be inserted by the City)* (the "Contract"), dated as of the _____ day of _____, 20___ for _____ under Bid numbered _____, of Specifications entitled _____ for the City of Jacksonville, Florida, in strict accordance with plans and specifications prepared by _____, bid numbered _____, bid date _____ and any advertisement for bids for said work and the drawings, plans and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the said Principal:

(1) Promptly makes payments to all claimants, as defined in Sections 255.05 and 713.01, Florida Statutes, supplying Principal with labor, materials or supplies that are consumed or used directly or indirectly, by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work, and including any authorized extensions or modifications of such Contract; and

(2) Defends, indemnifies and saves the City harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials or equipment furnished for use in the performance of the Contract, provided the City has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by the City to pay the Principal as required by the Contract, and

(3) Pays the City all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that the City sustains because of the Principal's failure to promptly make payments to all claimants as provided above,

then, this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and, specifically Section 255.05, Florida Statutes.

PROVIDED, no suit or action for labor, materials or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides, to each of them, both of the proper notices, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes. Both notices must be given in order to institute such suit or

action.

PROVIDED further, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED further, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after the Principals' receipt of final payment (or the payment estimate containing the owner's final reconciliation of quantities, if no further payment is earned and due as a result of deductive adjustments) by the Principal or surety whichever comes last, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED further, that the said Surety, hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Remainder of page intentionally left blank. Signature page immediately follows.

SIGNED AND SEALED this _____ day of _____, 20

ATTEST:

Signature

Type/Print Name

Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

_____

Its

AS SURETY

INSERT NAME OF CONTRACTOR

Signature

Type/Print Name

Title

By _____

Name of Agent _____

Address _____

Form Approved.

_____
Office of General Counsel

Note: Date of Bond Must Not Be Prior to Date of Contract

CITY OF JACKSONVILLE
DIVISION OF PROCUREMENT
ED BALL BUILDING – 8TH, FLOOR
214 N. HOGAN STREET
JACKSONVILLE, FL 32202

ADDENDUM NUMBER: ONE (1)

BID NUMBER: ECS-0141-18

PROJECT NAME: Landscape Maintenance Services for City Road Rights-of-Way North Service Area

OPENING TIME AND DATE: 2:00 P.M., Wednesday, May 23, 2018

THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON THE ABOVE TITLED PROJECT AND WILL BE PART OF THE CONTRACT

The purpose of this addendum is for the following:

Change to Specifications
Section 4, Item 53, Mowing - Delete paragraph B and substitute the following:

> **B. The use of herbicides is not allowed to accomplish the mowing operations.**

DATE: May 15, 2018 **Analyst:** Annette Burney

RECEIPT ACKNOWLEDGED BY RETURN OF SIGNED COPY WITH BID.

Bidder's Signature

President
Title

Duval Landscape Maintenance L.L.C.
Company

5/30/2018
Date

4. **PRICE SHEET (FORM 1)**

Some quantities shown on the Proposal Schedule have changed:

A. Submittal Requirements, Submittal 1: Subcontractors used by the Bidder, are not required to be certified by the City in the Grounds Maintenance (NIGP-988-36); only the Bidder needs this certification.

B. A Schedule of All Subcontractors (Including JSEB Subcontractors) to be used by the Bidder has been added to Form 1 and must be completed with the requested information.

C. An Addenda Acknowledgement form has been added to Form 1 and must be completed by the Bidder.

5. **EXHIBIT B, NORTH SERVICE AREA SITES**

Column headings have been added to each page of site lists. Sub-totals have also been added to each group of lists.

The REVISED PRICE SHEET must be used to submit pricing. Failure to use the revised price sheet, and failure to either acknowledge or return a signed copy of this addendum will be grounds for rejection.

DATE: May 24, 2018 **Analyst:** Annette Burney

RECEIPT ACKNOWLEDGED BY RETURN OF SIGNED COPY WITH BID.

Bidder's Signature

President
Title

Duval Landscape Maintenance L.L.C.
Company

5/30/2018
Date

CITY OF JACKSONVILLE
DIVISION OF PROCUREMENT
ED BALL BUILDING – 8TH, FLOOR
214 N. HOGAN STREET
JACKSONVILLE, FL 32202

ADDENDUM NUMBER: TWO (2)

BID NUMBER: ECS-0141-18

PROJECT NAME: Landscape Maintenance Services for City Road Rights-of-Way North Service Area

OPENING TIME AND DATE: 2:00 P.M., Wednesday, May 23, 2018

THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON THE ABOVE TITLED PROJECT AND WILL BE PART OF THE CONTRACT

The purpose of this addendum is to extend the response due date by one week to Wednesday, May 30, 2018.

DATE: May 21, 2018

Analyst: Annette Burney

RECEIPT ACKNOWLEDGED BY RETURN OF SIGNED COPY WITH BID.

Bidder's Signature

President
Title

Duval Landscape Maintenance L.L.C.
Company

5/30/2018
Date

CITY OF JACKSONVILLE
DIVISION OF PROCUREMENT
ED BALL BUILDING – 8TH, FLOOR
214 N. HOGAN STREET
JACKSONVILLE, FL 32202

ADDENDUM NUMBER: THREE (3)

BID NUMBER: ECS-0141-18

PROJECT NAME: Landscape Maintenance Services for City Road Rights-of-Way North Service Area

OPENING TIME AND DATE: 2:00 P.M., Wednesday, May 30, 2018

THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON THE ABOVE TITLED PROJECT AND WILL BE PART OF THE CONTRACT

THE PURPOSE OF THIS ADDENDUM IS FOR THE FOLLOWING:

1. **RESPONSE DUE DATE**
   The response due date has been extended by one (1) week to **Wednesday, June 6, 2018.**

2. **CHANGES TO SPECIFICATIONS**
   Delete Section 4, Price Sheet (Form 1) and Exhibit B from the RFP and substitute the attached REVISIONS of Sections 4, Form 1 and Exhibit B.

   PLEASE NOTE THAT THERE ARE SIGNIFICANT CHANGES TO THE ABOVE REFERENCED ATTACHED DOCUMENTS. THEREFORE, BE SURE TO READ CAREFULLY THE NEW LANGUAGE BEFORE SUBMITTING YOUR BID.

3. **SECTION 4**
   The following subsections of Section 4 contain significant changes to the Description of Services:

   4.9 CONTRACTOR'S SUPERINTENDENT & QUALITY CONTROL INSPECTOR
   4.10 SUBCONTRACTING
   4.12 LEGAL WORKFORCE
   4.53 LANDSCAPE MAINTENANCE OPERATIONS: CITY ROAD RIGHTS-OF-WAY
   4.54 LANDSCAPE MAINTENANCE OPERATIONS: FDOT ROAD RIGHTS-OF-WAY
   4.56 INITIAL LITTER AND DEBRIS REMOVAL
   4.57 GENERAL WEEDING
   4.61 BED MAINTENANCE
   4.63 FERTILIZATION
   4.64 PEST CONTROL
   4.67 APPROVAL OF PAYMENTS

   * Note that Section 4.10 requires that the Prime Contractor perform at least 40% of the total amount of the work to be performed under this Contract with its own organization and may sublet any portion of the remaining work to qualified Subcontractor with a goal of 25% of the Subcontractors being CITY certified JSEBs (See Attachment C – Equal Business Opportunity Program Requirements).

CITY OF JACKSONVILLE
DIVISION OF PROCUREMENT
ED BALL BUILDING – 8TH, FLOOR
214 N. HOGAN STREET
JACKSONVILLE, FL 32202

ADDENDUM NUMBER: FOUR (4)

BID NUMBER: ECS-0141-18

PROJECT NAME: Landscape Maintenance Services for City Road Rights-of-Way North Service Area

OPENING TIME AND DATE: 2:00 P.M., Wednesday, June 6, 2018

THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON THE ABOVE TITLED PROJECT AND WILL BE PART OF THE CONTRACT

THE PURPOSE OF THIS ADDENDUM IS FOR THE FOLLOWING:

1. CORRECTION TO ADDENDUM #3
Delete 4A under Price Sheet (Form 1) and replace with the following:

Non-JSEB subcontractors used by the City are not required to be certified by the City in Grounds Maintenance (NIGP-988-36) only the Bidder needs this Certification.

DATE: May 25, 2018 Analyst: Annette Burney

RECEIPT ACKNOWLEDGED BY RETURN OF SIGNED COPY WITH BID.

Bidder's Signature

President
Title

Duval Landscape Maintenance L.L.C.
Company

5/30/2018
Date

Leslie-Burney, Annette

From: Matthew Collett <mcollett@collett-law.com>
Sent: Monday, July 30, 2018 6:58 PM
To: Pease, Gregory
Cc: Leslie-Burney, Annette; Nunziato, Christine
Subject: Re: Duval Landscape Maintenance LLC's Notice of Protest; Bid No. ECS-0141-18; Exhibit 3
Attachments: Notification of Bid Rejection.pdf

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Attached is Exhibit 3 to Duval Landscape's Supplement to its Notice of Protest. This is the Department's Notification of Rejection of Bid.

Thanks,

Matthew T. Collett, Esquire

COLLETT LAW, PLLC

2700 University Blvd. W., Suite C-2

Jacksonville, FL 32217

904-330-7500

mcollett@collett-law.com

www.collett-law.com

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City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

July 24, 2018

7011 Business Park Blvd. N.
Jacksonville, FL 32256

NOTIFICATION OF FORMAL BID REJECTION

BIDDER'S NAME: Duval Landscape Maintenance LLC

CONTACT NAME: Daniel Ware

BID NUMBER: ESC-0141-18

NAME OF BID: Landscape Maintenance Services for City Road ROW – North Service Area

DATE OPENED: 6/6/18

REASON FOR REJECTION:
Agency recommends rejecting vendor due to the submission of imbalanced pricing for curb and sidewalk edging at a unit cost of $.0098/LF. The unit price is significantly below the City's estimated cost. While the vendor did confirm its price for edging, the City feels it would cause an economic disadvantage and ultimately have a negative impact on the performance of the contract.

IF YOU WISH TO PROTEST THE RECOMMENDED REJECTION OF THIS BID, PLEASE RESPOND IN ACCORDANCE WITH THE CITY OF JACKSONVILLE BID PROTEST PROCEDURES. DIRECT ALL PROTEST TO THE RESPECTIVE ANALYST/BUYER, FACSIMILE NUMBER (904) 255-8837.

BUYER'S SIGNATURE: _____
Annette L. Burney

Leslie-Burney, Annette

From: Matthew Collett <mcollett@collett-law.com>
Sent: Monday, July 30, 2018 7:01 PM
To: Pease, Gregory
Cc: Leslie-Burney, Annette; Nunziato, Christine
Subject: Re: Duval Landscape Maintenance LLC's Notice of Protest; Bid No. ECS-0141-18; Exhibit 4
Attachments: J&D Maintenance & Services of North Florida LLC-2018 Annual Report.pdf; K and J Lawn Care LLC-Sunbiz Report.pdf

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Attached is Exhibit 4 to Duval Landscape's Supplement to its Notice of Protest. These are the Sunbiz.org corporate filing documents for J&D Maintenance, showing Rodney D. "Darnell" Evans as the owner and officer of that company, and for K&J Lawn Care showing Darnell's son, James Evans, as the owner and officer of that company.

Thanks,

Matthew T. Collett, Esquire

COLLETT LAW, PLLC

2700 University Blvd. W., Suite C-2

Jacksonville, FL 32217

904-330-7500

mcollett@collett-law.com

www.collett-law.com

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2018 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L13000104656

Entity Name: J&D MAINTENANCE & SERVICES OF NORTH FLORIDA, LLC

FILED
Apr 17, 2018
Secretary of State
CC7056031617

Current Principal Place of Business:

4779 PHYLLIS ST
JACKSONVILLE, FL 32254

Current Mailing Address:

PO BOX 37389
JACKSONVILLE, FL 32236 US

FEI Number: 59-2875589

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

FAIRBANKS, RANDAL C ESQ
FAIRBANKS LAW GROUP, PL
113 NATURE WALK PKWY - STE 103
ST AUGUSTINE, FL 32092 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGRM	Title	MGRM
Name	EVANS, RODNEY D	Name	CROWELL, E.J.
Address	4779 PHYLLIS ST	Address	4779 PHYLLIS ST
City-State-Zip:	JACKSONVILLE FL 32254	City-State-Zip:	JACKSONVILLE FL 32254

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RODNEY D EVANS — MANAGER — 04/17/2018

Electronic Signature of Signing Authorized Person(s) Detail — Date

Detail by Entity Name

Florida Limited Liability Company
K AND J LAWN CARE LLC

Filing Information

Document Number	L08000014035
FEI/EIN Number	20-1356127
Date Filed	02/07/2008
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/29/2011

Principal Address

7001 CISCO GARDEN DRIVE
JACKSONVILLE, FL 32219

Mailing Address

7001 CISCO GARDEN DRIVE
JACKSONVILLE, FL 32219

Registered Agent Name & Address

EVANS, KIMBERLY NOWNER
7001 CISCO GARDEN DRIVE
JACKSONVILLE, FL 32219

Name Changed: 11/29/2011

Authorized Person(s) Detail

Name & Address

Title MGRM

EVANS, KIMBERLY
7001 CISCO GARDEN DRIVE
JACKSONVILLE, FL 32219

Title MGRM

EVANS, JAMES
7001 CISCO GARDEN DRIVE
JACKSONVILLE, FL 32219

Leslie-Burney, Annette

From:	Matthew Collett <mcollett@collett-law.com>
Sent:	Monday, July 30, 2018 7:04 PM
To:	Pease, Gregory
Cc:	Leslie-Burney, Annette; Nunziato, Christine
Subject:	Re: Duval Landscape Maintenance LLC's Notice of Protest; Bid No. ECS-0141-18; Exhibit 5
Attachments:	Exhibit 5-Pages 15-16 from Procurement-Manual-May-2018-6-4-18.pdf

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Attached is Exhibit 5 to Duval Landscape's Supplement to its Notice of Protest. These are excerpts (p. 15-16) of the Procurement Manual.

Thanks,

Matthew T. Collett, Esquire

COLLETT LAW, PLLC

2700 University Blvd. W., Suite C-2

Jacksonville, FL 32217

904-330-7500

mcollett@collett-law.com

www.collett-law.com

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(1) Competitive Sealed Bid -- the formal procurement of supplies, contractual services and capital improvements shall be purchased by formal written contract and/or agreement, based upon an award via competitive sealed bid to the lowest, responsive, responsible bidder meeting or exceeding advertised specifications, as recommended by the using agency and the Chief of Procurement, and as recommended and/or approved by the GGAC, after public notice or advertisement of an invitation for bids. Using agencies are required to develop and submit detailed specifications outlining the goods/services that are needed, as well as making recommendations for unbundling and setting aside scopes of work and other JSEB considerations. Each specification shall be prepared to allow for a competitive environment while fully meeting the needs of the City.

(2) Multi-Step Competitive Sealed Bid -- a using agency may request a recommendation from the Chief of Procurement and approval by the GGAC for the formal procurement of supplies, contractual services and capital improvements, to be purchased by formal written contract and/or agreement based upon an award via Competitive Multi-Step Sealed Bidding, whereby, in addition to the requirements set forth in Section 126.202, *Ordinance Code*, for Competitive Sealed Bidding, an invitation for multi-step sealed bids shall require bidders to submit: (i) an un-priced technical offering; and (ii) a priced bid. As part of its development and submission of detailed specifications outlining the goods/services being solicited and making recommendations for unbundling and setting aside scopes of work and other JSEB considerations, the using agency must submit a detailed list of minimum technical and/or qualification requirements, which requirements, if not met by a bidder, will result in the bidder's priced bid not being considered.

C. <u>CSPEC Process</u>

If the formal procurement of supplies, contractual services and capital improvements pursuant to the GGAC Process is found to be impracticable, a using agency may request a recommendation from the Chief of Procurement and approval from the CSPEC for the formal procurement in question to be procured by formal written contract and/or agreement based upon an award via Competitive Sealed Proposal, in accordance with the following CSPEC process:

Submittal of CSPEC Memorandum. The process is initiated by the using agency submitting a **CSPEC Memorandum** to the Chief of Procurement that requests permission to utilize the Competitive Sealed Proposal Evaluation process: (i) providing a sufficient justification as to why the formal procurement of goods/services being requested is impracticable via the GGAC process; and (ii) attaching a **Certification Letter** (as outlined in Section 126.204(a)(1), *Ordinance Code*) and a proposed RFP similar to the standard format that incorporates a specification or description of the desired **Scope of Goods and/or Services** and includes specific **Minimum Requirements**, if any, that respondents to the RFP must possess in order for their proposals to be considered and/or evaluated. The RFP must also include the using agency's recommended **Evaluation Criteria**, complete with a detailed narrative and relative importance, weight, or maximum number of points available for each evaluation criterion to be used in determining acceptability and/or responsiveness of the proposal and in establishing the ranking of the proposals received and the ultimate award. The using agency will work with the assigned Purchasing Analyst or Buyer prior to submitting the CSPEC Memorandum to the Chief, the using agency must first obtain the review and written approval from: (i) the Department of Finance's Risk Management Division regarding insurance and indemnification requirements applicable to the project in question; and the Equal Business Opportunity Office

regarding equal opportunity goals (for purposes of an efficient RFP review process, it is recommended that the using agency review its draft CSPEC Memorandum and attached documents with the assigned Procurement Purchasing Analyst or Buyer prior to forwarding the same to the Chief of Procurement).

Approval and Advertising of RFP. Upon approval by the Chief of Procurement, a using agency's CSPEC request for goods/services is placed on the next GGAC/CSPEC agenda for review, approval and/or a recommendation that said request be approved by the Mayor or his designee. CSPEC's written recommendation is forwarded to the Mayor for approval. Once the Mayor or his designee approves CSPEC's written recommendation and returns the same to Procurement, the RFP will be issued. Any changes recommended by CSPEC must be incorporated into the RFP and forwarded by the using agency to the buyer assigned by Procurement to the solicitation for advertising and distribution consistent with Section 126.102(m), *Ordinance Code*. To assist in the advertising and distribution efforts, the using agency is encouraged to provide Procurement a list of goods/services providers to whom it desires notification of the RFP.

Evaluation Criteria. At a minimum, the RFP evaluation criteria must include: (i) price; and (ii) other criteria proposed by the requesting agency and approved by the CSPEC prior to solicitation. The relative importance, weight or maximum number of points available for each evaluation criteria and the application and/or method for evaluating the same must be expressly stated in the RFP, because the proposals received shall be evaluated and tabulated by the CSPEC solely in accordance with the same.

Preliminary Evaluation -- Once proposals are received in response to the RFP, Procurement will forward the same to the using agency's designated CSPEC representative for purposes of conducting a preliminary evaluation of each proposal. The using agency must select one of the following methods for this evaluation:

- The using agency's designated CSPEC representative completes the evaluation solely on his/her own and tabulates his/her score onto the final matrix for full CSPEC consideration.
- The using agency's designated CSPEC representative (i) enlists additional subject matter experts (SMEs) to independently evaluate the responses, and (ii) adopts the average score as his/her own. **[When using this method for evaluation, the using agency must identify the SMEs on the CSPEC certification letter to Procurement. The using agency's designated CSPEC representative and SMEs must comply with all applicable Florida Sunshine Laws if they intend to meet and/or discuss any elements of the RFP or proposals.]**
- The using agency's designated CSPEC representative obtains technical assistance from one or more SMEs to help with the review and evaluation of particular portions of the proposals, but retains sole responsibility for scoring the proposals.

NOTE: *The name of using agency's CSPEC representative and the selected method of evaluating the proposals must be indicated on the CSPEC certification letter when submitted to Procurement.*

Interviews, Selection, Negotiation and Contracting. The results of the preliminary evaluation are forwarded to CSPEC with copies of any applicable pricing proposals, supporting documentation and a second **CSPEC Memorandum** that generally lists alphabetically and ranks the top three-ranked respondents, and either: (i) requests that interviews be conducted in an effort to select the best

Leslie-Burney, Annette

From:	Matthew Collett <mcollett@collett-law.com>
Sent:	Monday, July 30, 2018 7:07 PM
To:	Pease, Gregory
Cc:	Leslie-Burney, Annette; Nunziato, Christine
Subject:	Re: Duval Landscape Maintenance LLC's Notice of Protest; Bid No. ECS-0141-18; Exhibit 6
Attachments:	Exhibit 6-Attachment B to RFP-Evaluation Matrix.pdf

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Finally, attached is Exhibit 6 to Duval Landscape's Supplement to its Notice of Protest. This is Attachment B to the RFP providing the Evaluation Matrix and scoring system for evaluating the bids.

Thanks,

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ATTACHMENT B

EVALUATION MATRIX

The evaluations will be based upon the seven (7) following criteria, and Contractors are requested to provide, as a minimum, the information listed under each criterion. **Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive.** Contractors are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion.

1. PROJECT MANAGEMENT TEAM/PLAN (Maximum Score 20 Points)

Basis of awarding points in this criterion shall be made on the firm's depth of experience and ability to articulate how to execute landscape maintenance services for rights-of-way, ponds and city parcels. More points will be awarded to those firms with the most experienced, qualified personnel, who can articulate, in writing, the components of a successful mowing and landscape maintenance plan. The credentials of the proposed project supervisor, and horticulturalist, will also be taken into account.

a. Describe how your firm meets the minimum requirements as detailed in Section 1.4.

b. Provide a resume for each of the key individuals who will be involved in the mowing and landscape maintenance operation. Discuss their experience in planning, executing and supporting mowing and landscape maintenance activities.

c. Provide the name of the individual who would be responsible for the daily operation of the work effort, and provide the resume for that individual.

d. Provide the name of the horticulturalist, and provide the resume for that individual.

e. Provide the name of the individual who would be responsible for pesticide application during the work effort, and provide the resume for that individual.

f. Provide a list of project planning activities essential to successfully prosecute execute landscape maintenance services for rights-of-way, ponds and city parcels, including, but not limited to, a sample detailed work assignment; a typical crew composition; sub-Contractor plan; steps taken to guard infrastructure from damage and commitment to repair damage caused by Contractor forces; quality assurance/control activities, communications network with client and crews; other issues, as appropriate. Explain why your firm stands out amongst your peers.

g. Submit any other information which the firm believes documents their competency and ability to perform the requested services.

2. EQUIPMENT LIST (Maximum Score 20 Points)

Basis of awarding points in this criterion shall be made on the firm's providing a list of Contractor owned equipment and ability to obtain equipment.

a. Provide a list (Make, Model, Type, Year, etc.) of equipment that is Contractor owned or leased and discuss the ability to obtain additional or leased equipment; discuss ability to keep equipment operational that is leased or owned (equipment maintenance plan).

   Failure to provide all listed information and documentation will result in a score less than maximum for this criterion.

3. FINANCIAL RESPONSIBILITY (Maximum Score 10 Points)

a. Describe form of business, i.e., proprietorship, partnership, corporation; years in business; changes in ownership; bank reference(s); past, present, pending and/or threatened legal proceedings within any forum; and any other information the Contractor may wish to supply to demonstrate financial responsibility. A Dunn and Bradstreet Credit Report or a financial

statement including a balance sheet for the most recently completed Fiscal Year must be submitted in order to score maximum points in this criterion.

b. Complete financial information is required for every joint venture partner.

4. PROXIMITY TO THE CITY OF JACKSONVILLE (Maximum Score 10 Points)

Basis of awarding points in this criterion shall be the location of the firm's corporate headquarters. Those firms headquartered in Duval County, Florida, will receive maximum points, while firms located elsewhere will receive pro-rata fewer points depending on the distance involved.

a. Document the location of Contractor's corporate headquarters; if located in Jacksonville, Florida, no further information is required under this criterion and maximum points will be awarded.

b. If Contractor's corporate headquarters is not located in Jacksonville, Florida, please document the location and the nature of business at the Contractor's branch office(s), if any, which are located in Jacksonville, Florida or in the adjacent surrounding counties, the number of employee assigned thereto, and the period of continuous existence thereof.

c. If the Contractor does not have a local office, Contractor must demonstrate, define and provide examples of its ability to provide the services contemplated herein in a manner comparable to having a local office in Jacksonville, Florida or to show that a local office is not necessary to satisfactorily perform the services required for this project. In such an event, maximum points may be awarded.

5. PAST AND PRESENT DEMONSTRATED COMMITMENT TO SMALL AND EMERGING BUSINESSES AND CONTRIBUTIONS TOWARD A DIVERSE MARKET PLACE (Maximum Score 30 Points)

Demonstrate the Contractor's past and present commitment to small and emerging businesses. More specifically, the response to this evaluation criterion should include, without limitation, statements that document the Contractor's:

1. Commitment to diversity among the directors, officers, members, and employees that make up the firm;

2. Commitment to and/or utilization of small and emerging businesses on past projects; and

3. Commitment to establish a Disadvantaged Youth Summer Employment Program to hire at least ten (10) disadvantaged youth between 16 and 19 years old during the Duval School System summer vacation period.

6. PAST PERFORMANCE/REFERENCES/AWARDS/SAFETY (Maximum Score 10 Points)

Points awarded for this criterion will be based upon the following:

a. Identify mowing and landscape maintenance projects where the firm has been the prime or sub-contractor over the past year for contracts worth $500,000 or more and discuss accomplishments, problems and corrective actions. Show each project location, name and address of owner, contract amount, scope of services, and contract start and stop date. Include a list of references and/or awards, if applicable.

b. Describe the safety/environmental training that employees are required to take, including identifying employees with specific certifications recognized by state/federal agencies, and discuss the firm's safety record.

7. UNIT PRICES FOR LANDSCAPE MAINTENANCE SERVICES (Maximum Score 40 Points)

Basis of awarding points in this criterion shall be the aggregate of the unit prices bid for the selected activities. The firm with the lowest responsive, responsible bid will receive the most points.

a. Fill out and sign the Unit Price Proposal sheet. The bidder with the lowest responsive, responsible bid total for of the North Service Area will be awarded the most points in this category.

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